



# भारत का राजपत्र The Gazette of India

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No. 23] NEW DELHI, JUNE 3—JUNE 9, 2012, SATURDAY/JYAISTHA 13—JYAISTHA 19, 1934

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 30 मई, 2012

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 30th May, 2012

**का. आ.1888.**—केंद्रीय सरकार दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री राजेश देसाई, श्री शाहजी आर. शिंदे, श्रीमती उमा पलसुलेदेसाई और श्री हितेन एस. वेनेगावकर अधिवक्ताओं को मुम्बई उच्च न्यायालय में भारत सरकार की ओर से कोई भी अभियोजन, अपील या अन्य विधिक कार्यवाहियां, जिसके अंतर्गत दौंडिक पुनरीक्षण और निर्देश भी हैं, करने के प्रयोजन के लिए इस अधिसूचना के जारी होने की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेश तक, जो भी पहले हो, इस शर्त के अध्वधीन रहते हुए अपर लोक अभियोजक नियुक्त करती है कि श्री राजेश देसाई, श्री शाहजी आर. शिंदे, श्रीमती उमा पलसुलेदेसाई और श्री हितेन एस. वेनेगावकर अधिवक्तागण मुम्बई उच्च न्यायालय में ऊपर निर्दिष्ट किसी दौंडिक कार्यवाही में भारत सरकार के विरुद्ध उपसंजात नहीं होंगे।

2. यह अधिसूचना राजपत्र में इसके प्रकाशन की तारीख से प्रभावी होगी।

[फा. सं. 23 (1)/2012-न्याय.]

सुरेश चन्द्र, संयुक्त सचिव और विधिक सलाहकार

**S. O.1888.**—In exercise of the powers conferred by sub-section (1) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Rajesh Desai, Shri Shahji R. Shinde, Mrs. Uma Palsuledesai and Shri Hiten S. Venegavkar, Advocates as Additional Public Prosecutors for the purpose of conducting any prosecution, appeal or other legal proceedings including criminal revisions and references on behalf of the Government of India in the High Court of Judicature at Mumbai, for a period of three years from the date of publication of this notification or until further orders, whichever is earlier, subject to the condition that Shri Rajesh Desai, Shri Shahji R. Shinde, Mrs. Uma Palsuledesai and Shri Hiten S. Venegavkar, Advocates shall not appear against the Government of India in any criminal proceeding referred to above in the High Court of Judicature at Mumbai.

2. This notification shall come into effect from the date of its publication in the official Gazette.

[F.No.23(1)/2012-Judl.]

SURESH CHANDRA, Jt. Secy. and Legal Adviser

नई दिल्ली, 30 मई, 2012

**का.आ.1889.**—राष्ट्रपति, भारत के उच्चतम न्यायालय में वरिष्ठ अधिवक्ता श्री विवेक के. तन्खा का भारत के महासॉलिसिटर (प्रत्यक्ष कर) के पद से दिनांक 11 अप्रैल, 2012 (अपराह्न) से त्यागपत्र स्वीकार करते हैं।

[फा. सं. 18 (5)/2009-ज्यूडिशियल]

सुरेश चन्द्र, संयुक्त सचिव एवं विधिक सलाहकार

New Delhi, the 30th May, 2012

**S. O. 1889.**—The President is pleased to accept the resignation of Shri Vivek K. Tankha, Senior Advocate as Additional solicitor General of India (Direct Tax) in the Supreme Court of India with effect from 11th April, 2012 (AN).

[F. No. 18(5)/2009-JudL.]

SURESH CHANDRA, Jt. Secy. and Legal Adviser

### वित्त मंत्रालय

( वित्तीय सेवाएं विभाग )

नई दिल्ली, 21 मई, 2012

**का. आ. 1890.**—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, यह घोषणा करती है कि बैंककारी विनियमन अधिनियम, 1949 की धारा 19(2) के उपबंध, भारतीय स्टेट बैंक पर लागू नहीं होंगे, जहां तक इसका संबंध सिडबी वेंचर कैपिटल लिमिटेड (एसवीसीएल) की बढ़ी हुई इक्विटी में इसके 40% की पणधारित के अधिग्रहण से है।

[फा. सं. 7/164/2011-बीओए]

एम. एम. दौला, अवर सचिव

### MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 21st May, 2012

**S. O. 1890.**—In exercise of the powers conferred by Section 53 (1) of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of Reserve Bank of India, hereby declares that the provision of Section 19(2) of the said Act shall not apply to the State Bank of India in so far as they relate to its acquisition of 40% stake in the expanded equity of SIDBI Venture Capital Limited (SVCL).

[F. No. 7/164/2011-BOA]

M.M. DAWLA, Under Secy.

### शहरी विकास मंत्रालय

( समारोह आयोजन अनुभाग/निर्माण प्रभाग )

नई दिल्ली, 28 मई, 2012

**का. आ. 1891.**—एतद्वारा यह अधिसूचित किया जाता है कि डॉ. कर्ण सिंह, राज्य सभा सदस्य को डॉ. (श्रीमती) कपिला वात्स्यायन के स्थान पर राजघाट समाधि अधिनियम, 1951 (1951 का 41) की

धारा 4 की उप-धारा (i) के खण्ड (घ) के अनुसार राजघाट समाधि समिति के सदस्य के रूप में निर्वाचित किया गया है।

[सं. 25011/7/85-डब्ल्यू 2]

अनिल कुमार, अवर सचिव

### MINISTRY OF URBAN DEVELOPMENT (CEREMONIAL SECTION/WORKS DIVISION)

New Delhi, the 28th May, 2012

**S. O. 1891.**—It is hereby notified that Dr. Karan Singh, Member of Rajya Sabha has been elected as Member of the Rajghat Samadhi Committee in accordance with the clause (d) of sub-section (i) of Section 4 of the Rajghat Samadhi Act, 1951 (41 of 1951) in place of Dr. (Smt.) Kapila Vatsyayan.

[No. 25011/7/85-W2]

ANIL KUMAR, Under Secy.

### संचार और सूचना प्रौद्योगिकी मंत्रालय

( दूरसंचार विभाग/राजभाषा प्रभाग )

नई दिल्ली, 24 मई, 2012

**का. आ. 1892.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा-संशोधित 1987) के नियम 10 (4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित किया जाता है।

1. मुख्य अभियंता (विद्युत) का कार्यालय, भारत संचार निगम लिमिटेड, सांताक्रुज, मुम्बई-400054.
2. अधीक्षण अभियंता (विद्युत) का कार्यालय, भारत संचार निगम लिमिटेड, सांताक्रुज, मुम्बई-400054.
3. अधीक्षण अभियंता (सिविल) का कार्यालय, भारत संचार निगम लिमिटेड, सांताक्रुज, मुम्बई-400054.

[सं. ई. 11016/1/2009-(रा.भा.)]

भारत भूषण कौरा, संयुक्त सचिव

### MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

New Delhi, the 24th May, 2012

**S.O. 1892.**—In pursuance of rule 10(4) of the Official Language (Use for Official Purpose of the Union), rules, 1976 the Central Government hereby notifies following offices under the administrative control of Ministry of Communications and I.T., Department of Telecommunications where of more than 80% staff have acquired working knowledge of Hindi.

1. Office of the Chief Engineer (Electrical), B.S.N.L., Santacruz, Mumbai-400054.
2. Office of the Superintending Engineer (Electrical), B.S.N.L., Santacruz, Mumbai-400054.
3. Office of the Superintending Engineer (Civil), B.S.N.L., Santacruz, Mumbai-400054.

[No. E. 11016/1/2009 (O.L.)]

BHARAT BHUSHAN KAURA, Jt. Secy.

**स्वास्थ्य और परिवार कल्याण मंत्रालय**

( स्वास्थ्य और परिवार कल्याण विभाग )

**शुद्धि-पत्र**

नई दिल्ली, 22 मार्च, 2012

**का. आ. 1893.**—इस विभाग के दिनांक 1-12-2010 की अधिसूचना सं. यू. 12012/180/2010-एमई (पी-II) के अनुसरण में और केन्द्रीय सरकार, भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में—

“पंजीकरण के लिए संक्षिप्त रूप (कॉलम 3) शीर्षक के अंतर्गत “इलाहाबाद विश्वविद्यालय/छत्रपति साहूजी महाराज मेडिकल यूनिवर्सिटी, लखनऊ, उत्तर प्रदेश” के सामने, एमडी (क्षयरोग एवं श्वासरोग/छाती रोग) अर्हता एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह एम.एल.एन. मेडिकल कालेज, इलाहाबाद, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के बारे में 1978 के बजाय नवम्बर, 1977 में अथवा उसके बाद इलाहाबाद विश्वविद्यालय/छत्रपति साहूजी महाराज मेडिकल यूनिवर्सिटी, लखनऊ, उत्तर प्रदेश द्वारा प्रदान की गई हो।”

[ सं. यू. 12012/180/2010-एमई (पी-II) ]

अनिता त्रिपाठी, अवर सचिव

**MINISTRY OF HEALTH AND FAMILY WELFARE**

(Department of Health and Family Welfare)

**CORRIGENDUM**

New Delhi, the 22nd March, 2012

**S. O. 1893.**—In continuation to this Department's Notification No. U.12012/ 180/2010-ME (P. II) dated 1-12-2010, and in exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule —

“against “Allahabad University/Chhatrapati Shahuji Maharaj Medical University, Lucknow, Uttar Pradesh”, under the heading ‘Abbreviation for Registration’ (column 3), the MD(Tuberculosis & Respiratory/Chest Diseases) qualification shall be a recognised medical qualification when granted by Allahabad University/Chhatrapati Shahuji Maharaj Medical University, Lucknow, Uttar Pradesh in respect of students being trained at M.L.N. Medical College, Allahabad, Uttar Pradesh on or after November, 1977 instead of 1978”.

[ No. U. 12012/180/2010-ME (P. II) ]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 23 मार्च, 2012

**का.आ. 1894.**—केन्द्रीय सरकार, भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में—

(क) “राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय बंगलौर” के समक्ष “मान्यताप्राप्त चिकित्सा अर्हता” [इसके बाद कॉलम (2) के रूप में संदर्भित] शीर्षक के अंतर्गत और “पंजीकरण के लिए संक्षेपण” [इसके बाद कॉलम (3) के रूप में संदर्भित] शीर्षक के अंतर्गत निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

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“डॉक्टर ऑफ मेडिसिन (पैथोलॉजी)”

एमडी (पैथोलॉजी)

(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह विजय नगर स्वास्थ्य विज्ञान संस्थान, वेल्लारी, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के बारे में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय बंगलौर द्वारा वर्ष 1985 में अथवा उसके बाद प्रदान की गई हो।)

2	3
“क्लिनिकल पैथोलोजी में डिप्लोमा”	डीसीपी (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह विजय नगर स्वास्थ्य विज्ञान संस्थान, वेल्लारी, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के बारे में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय बंगलौर द्वारा वर्ष 1984 में अथवा उसके बाद प्रदान की गई हो।)
“डॉक्टर ऑफ मेडिसिन (बायोकेमिस्ट्री)”	एमडी (बायोकेमिस्ट्री) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह गवर्नमेंट मेडिकल कालेज, मैसूर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के बारे में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय बंगलौर द्वारा वर्ष 1995 में अथवा उसके बाद प्रदान की गई हो।)
(ख) “मैसूर विश्वविद्यालय, कर्नाटक” के समक्ष “मान्यताप्राप्त चिकित्सा अर्हता” [इसके बाद कॉलम (2) के रूप में संदर्भित] शीर्षक के अंतर्गत और “पंजीकरण के लिए संक्षेपण” [इसके बाद कॉलम (3) के रूप में संदर्भित] शीर्षक के अंतर्गत निम्नलिखित अंतःस्थापित किया जाएगा, जैसे :—	
“डॉक्टर ऑफ मेडिसिन (बायोकेमिस्ट्री)”	एमडी (बायोकेमिस्ट्री) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह गवर्नमेंट मेडिकल कालेज, मैसूर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के बारे में मैसूर विश्वविद्यालय, कर्नाटक द्वारा वर्ष 1995 में अथवा उसके बाद प्रदान की गई हो। )
(ग) “दी तमिलनाडु डॉ. एमजीआर मेडिकल यूनिवर्सिटी, चेन्नई के समक्ष “मान्यताप्राप्त चिकित्सा अर्हता” [इसके बाद कॉलम (2) के रूप में संदर्भित] शीर्षक के अंतर्गत और “पंजीकरण के लिए संक्षेपण” [इसके बाद कॉलम (3) के रूप में संदर्भित] शीर्षक के अंतर्गत निम्नलिखित अंतःस्थापित किया जाएगा, अर्थातः—	
“डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)”	एम.डी. (जनरल मेडिसिन) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह के ए पी विश्वनाथन कालेज त्रिची, तमिलनाडु में प्रशिक्षित किए जा रहे विद्यार्थियों के बारे में दि तमिलनाडु डॉ. एमजीआर मेडिकल यूनिवर्सिटी, चेन्नई द्वारा मार्च, 2010 में अथवा उसके बाद प्रदान की गई हो।)

सभी के लिए टिप्पणी : 1. स्नातकोत्तर पाठ्यक्रम को प्रदान की गई ऐसी मान्यता की अधिकतम अवधि 5 वर्षों के लिए होगी जिसके उपरान्त इसका नवीकरण कराना होगा ।

2. मान्यता को उप-खण्ड 4 की आवश्यकता के अनुसार समय पर नवीकरण में विफल होने के परिणामस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश अनिवार्य रूप से बंद हो जाएंगे।

[सं. यू.12012/37/2011-एमई (पी-II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 23rd March, 2012

**S. O. 1894.**—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule —

(a) against “Rajiv Gandhi University of Health Sciences, Bangalore” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2) ], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2	3
“Doctor of Medicine (Pathology)”	MD (Pathology) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Vijayanagar Institute of Medical Sciences, Bellary, Karnataka on or after 1985.
“Diploma in Clinical Pathology”	DCP (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Vijayanagar Institute of Medical Sciences, Bellary, Karnataka on or after 1984.
“Doctor of Medicine (Biochemistry)”	MD (Biochemistry) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Govt. Medical College, Mysore, Karnataka on or after 1995.

(b) against “Mysore University, Karnataka” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2) ], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely: —

“Doctor of Medicine (Biochemistry)”	MD (Biochemistry) (This shall be a recognised medical qualification when granted by Mysore University, Karnataka in respect of students being trained at Govt. Medical College, Mysore, Karnataka on or after 1995.
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(c) against “The Tamilnadu Dr. MGR Medical University, Chennai” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

“Doctor of Medicine (General Medicine)”	MD (General Medicine) (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at KAP Vishwanathan Govt. Medical College, Trichy, Tamil Nadu on or after March, 2010.
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- Note to all:
1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
  2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[ No. U. 12012/37/2011-ME (P-II) ]

ANITA TRIPATHI, Under Secy.

**शुद्धि-पत्र**

नई दिल्ली, 11 मई, 2012

**का. आ. 1895.**—इस विभाग के दिनांक 27-7-2009 के खण्ड-I की अधिसूचना सं. यू 12012/25/2009-एमई (पी-II) के अनुसरण में और केन्द्रीय सरकार, भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय आयुर्विज्ञान परिषद से परामर्श करने के बाद उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अनुसूची में-

पंजीकरण के लिए संक्षिप्त रूप (कॉलम 3) शीर्षक के अंतर्गत “राजस्थान विश्वविद्यालय/राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर” के सामने, एमडी (रेडियो डायग्नोसिस) अर्हता एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह आर.एन.टी. मेडिकल कालेज उदयपुर, में प्रशिक्षित किए जा रहे विद्यार्थियों के बारे में जुलाई, 1993 के बजाय 1980 में अथवा उसके बाद राजस्थान विश्वविद्यालय/राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदान की गई हो।

[सं. यू. 12012/25/2009-एमई (पी-II) खण्ड-I]

अनिता त्रिपाठी, अवर सचिव

**CORRIGENDUM**

New Delhi, the 11th May, 2012

**S. O. 1895.**—In continuation to this Department's Notification No.U.12012/ 25/2009-ME(P.II) Vol. I dated 22-7-2009, and in exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule -

“against “Rajasthan University/Rajasthan University of Health Sciences, Jaipur”, under the heading ‘Abbreviation for Registration’ (column 3), the MD (Radio Diagnosis) qualification shall be a recognised medical qualification when granted by Rajasthan University/Rajasthan University of Health Sciences, Jaipur in respect of students being trained at R.N.T. Medical College, Udaipur on or after 1980 instead of July, 1993”.

[ No.U. 12012/25/2009-ME (P-II) Vol. I]

ANITA TRIPATHI, Under Secy.

**रसायन और उर्वरक मंत्रालय**

( उर्वरक विभाग )

नई दिल्ली, 29 मई, 2012

**का. आ. 1896.**—केन्द्रीय सरकार राजभाषा “संघ के शासकीय प्रयोजनों के लिए प्रयोग” नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में रसायन एवं उर्वरक मंत्रालय, उर्वरक विभाग के प्रशासनिक नियंत्रणाधीन प्रोजेक्ट्स एण्ड डेवलपमेंट इंडिया लिमिटेड (पीडीआईएल), कोलकाता कार्यालय जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है ।

[सं. ई-11011/4/2008-हिन्दी]

सतीश चंद्र, संयुक्त सचिव

**MINISTRY OF CHEMICALS AND FERTILIZERS**

(Department of Fertilizers)

New Delhi, the 29th May, 2012

**S. O. 1896.**—In pursuance of sub-rule (4) of the Rule 10 of the Official Language “Use for official purposes of the Union” Rule, 1976 the Central Government hereby notifies the office of the Projects and Development India Limited (PDIL), Kolkata under the administrative control of the Ministry of Chemicals and Fertilizers, Department of Fertilizers whereof more than 80% staff have acquired the working knowledge of Hindi.

[ No. E.-11011/4/2008-Hindi]

SATISH CHANDRA, Jt. Secy.



**उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**

( उपभोक्ता मामले विभाग )

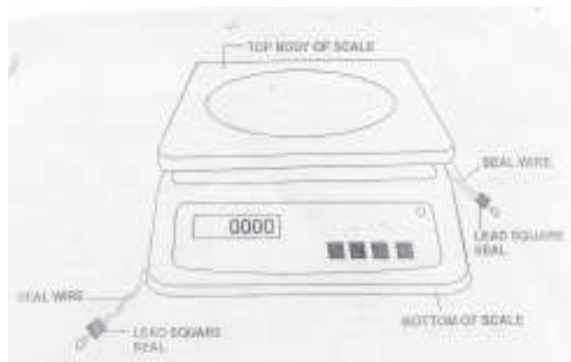
नई दिल्ली, 26 मार्च, 2012

**का.आ.1897.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल ( नीचे दी गई आकृति देखें ) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम(4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स क्योरविन इंजीनियर्स, सी-150, बकदावर रामनगर, इंदौर, मध्य प्रदेश द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग I) वाले “सीई-टीटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “क्योरविन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/451 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक इलैक्ट्रो मैग्नेटिक फोर्स कम्पेनसेशन प्रिंसिपल पर आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है । इसकी अधिकतम क्षमता 1000 ग्रा. है और न्यूनतम क्षमता 1 ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि. ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । एल ई डी/एलसीडी प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या अधिक के “ई” मान के लिए 50000 या अधिक तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[ फा. सं. डब्ल्यू एम-21 (112)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION****(Department of Consumer Affairs)**

New Delhi, the 26th March, 2012

**S.O. 1897.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of special accuracy (accuracy class-I) of series “CE-TT” and with brand name “CUREWIN” (hereinafter referred to as the said model), manufactured by M/s. Curewin Engineers, C-150, Bakdavar Ramnager, Indore, Madhya Pradesh which is assigned the approval mark IND/09/11/451;

The said model is electro magnetic force compensation principle based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 1000g. and minimum capacity of 1g. The verification scale interval (e) is 10mg. It has a tare device with a 100 per cent subtractive retained tare effect. LED/LCD indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

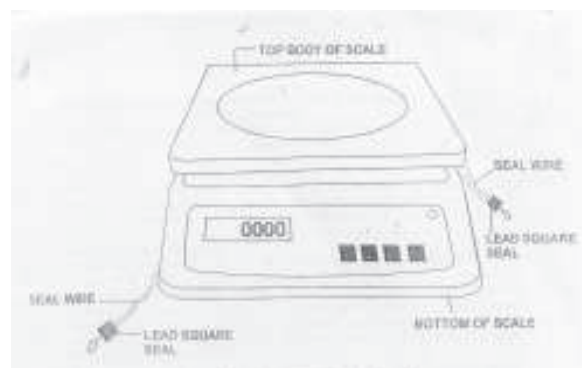


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing the sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A calibration switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 50000 or more for ‘e’ value of 1mg. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (112)/2011]

B. N. DIXIT, Director of Legal Metrology



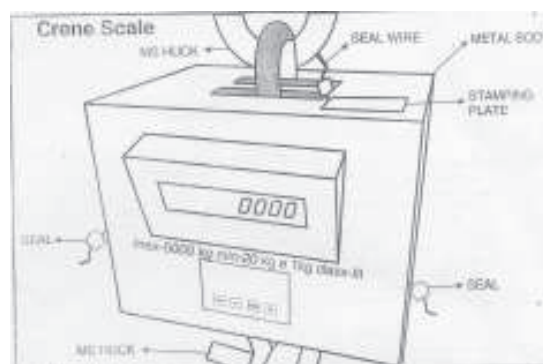
नई दिल्ली, 26 मार्च, 2012

**का.आ. 1898.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स क्योरविन इंजीनियर्स, सी-150, बकदावर रामनगर, इंदौर, मध्य प्रदेश द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग III) वाले “सीई-सीआर” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (क्रेन स्केल) के मॉडल का, जिसके ब्रांड का नाम “क्योरविन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/452 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (क्रेन स्केल) है। इसकी अधिकतम क्षमता 5 टन और न्यूनतम क्षमता 20 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 1 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 30 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$ ,  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21 (112)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th March, 2012

**S.O. 1898.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Crane Scale) with digital indication of special accuracy (accuracy class-III) of series “CE-CR” and with brand name “CUREWIN” (hereinafter referred to as the said model), manufactured by M/s Curewin Engineers, C-150, Bakdavar Ramnagar, Indore, Madhya Pradesh which is assigned the approval mark IND/09/11/452;

The said model is strain gauge type load cell based non-automatic weighing instrument (Crane Scale) with a maximum capacity of 5 tonne and minimum capacity of 20kg. The verification scale interval (e) is 1kg. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

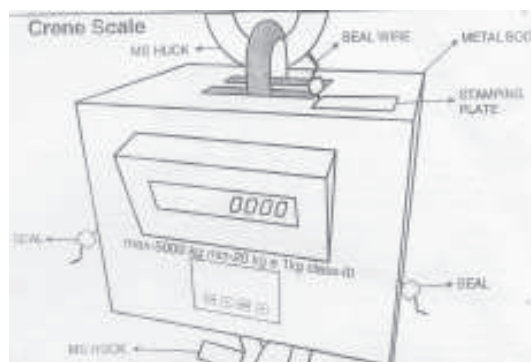


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing the sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 30 tonne with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (112)/2011]

B. N. DIXIT, Director of Legal Metrology

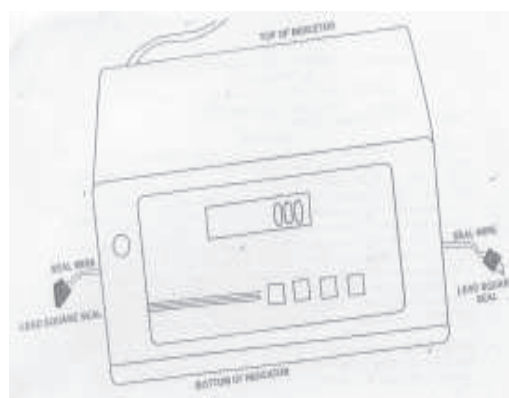
नई दिल्ली, 26 मार्च, 2012

**का.आ. 1899.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों का प्रयोग करते हुए मैसर्स क्योरविन इंजीनियर्स, सी-150, बकदावर रामनगर, इंदौर, मध्य प्रदेश द्वारा विनिर्मित यथार्थता वर्ग XIII या (वाई) ए वाले “सीई-सीडब्ल्यू” शृंखला के स्वचालित कैच वेइंग उपकरण (चैक व्हीयर) के मॉडल का, जिसके ब्रांड का नाम “क्योरविन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/540 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल सीअर बीम टाइप का भार सेल आधारित स्वचालित कैच वेइंग उपकरण है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 400 ग्रा. के साथ सत्यापन मापमान अंतराल (ई) 20 ग्रा. है। एलईडी/एलसीडी तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति



आकृति-2 : मॉडल की सीलिंग के लिए योजनाबद्ध डायग्राम।

स्पेशल स्कू पर दिए गए होल और बाडी में से सीलिंग वायर निकालकर इस वायर के अंत में लीड सील लगाई गई है जैसा कि ऊपर स्कैच में दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{\circ}$ ,  $2 \times 10^{\circ}$ ,  $5 \times 10^{\circ}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (112)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th March, 2012

**S.O. 1899.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of automatic catch weighing instrument (Check weigher) belonging to accuracy class XIII or Y(a) of “CE-CW” series with brand name “CUREWIN” (herein referred to as the said model), manufactured by M/s Curewin Engineers, C-150, Bakdavar Ramnager, Indore, Madhya Pradesh which is assigned the approval mark IND/09/11/540;

The said model is a shear beam type load cell based automatic catch weighing instrument. It has maximum capacity 150kg. and minimum capacity of 400g. with verification scale interval ‘e’ 20g. The LED/LCD display indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

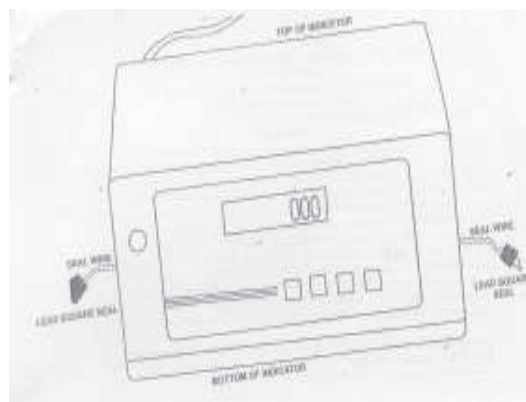


Figure-2 : Sealing diagram of the sealing provision of the model.

A Sealing wire is passed through the body & hole provided at the special screw and a lead seal is applied at the end of this wire sketch as given below.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with capacity above 50kg. and up to 5000kg. and with number of verification scale interval (n) in the range of 100 to 10,000 for ‘e’ value of 100mg. 2g. and with number of verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21 (112)/2011]

B. N. DIXIT, Director of Legal Metrology

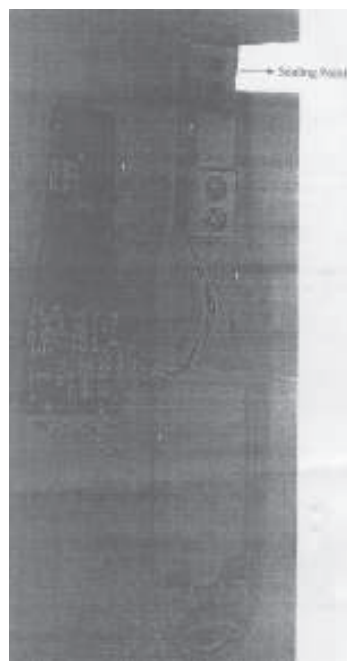
नई दिल्ली, 28 मार्च, 2012

**का.आ. 1900.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों का प्रयोग करते हुए मैसर्स कंट्रोल कंपनी, 4455 रेक्स रोड, फ्रेंड्सवुड, टेक्सास 77546, यूएसए द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग -III) वाले “3475” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (स्पून टाइप) के मॉडल का, जिसके ब्रांड का नाम “डिजिटल स्पतुला” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स थर्मो फिसर साइंटिफिक इंडिया प्राइवेट लिमिटेड 403-404, डेल्फी बी विंग, हीरानंदानी बिजनेस पार्क, पोवई, मुंबई-400076 द्वारा बिक्री से पहले या बाद में बिना किसी परिवर्तन के भारत में विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/11/528 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (स्पून टाइप) है। इसकी अधिकतम क्षमता 300 ग्रा. और न्यूनतम क्षमता 2 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 0.1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल (एलसीडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 3 वोल्ट डीसी पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

स्केल एक आईसी चिप द्वारा नियंत्रित किया जाता है, जिसे प्रोग्राम किया गया है और सरफेस को प्रिंटेड सर्किट बोर्ड पर खड़ा किया जाता है। प्रोग्राम को बदलने अथवा स्केल के केलीब्रेशन को बदलने का कोई तरीका नहीं है। यदि आईसी चिप को पीसीबी से हटा दिया जाता है तो पूर्ण स्केल अकार्यात्मक हो जाएगा। मशीन के कपटपूर्ण प्रयोग को रोकने के लिए संपूर्ण तौल प्रणाली की सील को तोड़ने से पहले बाह्य केलीब्रेशन नहीं किया जा सकता। स्पैचुला की पिछली तरफ चार नट हैं जो आईसी चिप को कवर करती हैं। हैंडल को सीलिंग प्वाइंट्स के रूप में प्रयोग किया जा सकता है।

मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ऊपर दिया गया है। बाह्य केलीब्रेशन तक पहुंच को रोकने के लिए मदरबोर्ड में एक डिप-स्वीच भी लगाया गया है।

[ फा. सं. डब्ल्यू एम-21(279)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 28th March, 2012

**S.O. 1900.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Spoon type) with digital indication of medium accuracy (accuracy class-III) of series “3475” and with brand name “Digital Spatula” (hereinafter referred to as the said model), manufactured by M/s. Control Company, 4455 Rex Road, Friendswood, Texas 77546, USA and marked in India without any alteration before or after sale by M/s. Thermo Fisher Scientific India Private Limited, 403-404, Delphi B Wing, Hiranandani Business Park, Powai, Mumbai-400076 and which is assigned the approval mark IND/09/11/528.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Spoon type) with a maximum capacity of 300g. and minimum capacity of 2g. The verification scale interval (e) is 0.1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Display (LCD) indicates the weighing result. The instrument operates on 3V DC.

Figure-1 Model



Figure-2 : Schematic diagram of sealing provision of the model.

The scale is controlled by an IC chip which has been programmed and surface mounted to a printed circuit board, there is no way to alter the program or alter the scale's calibration. If the IC chip is removed from the PCB the entire scale will be non-functional. The external calibration cannot be done before breaking the seal of the whole weighing system to prevent fraudulent use of the machine. The back side of the spatula has four screws which covers the IC chip. The handle can be used as sealing points.

A typical schematic diagram of sealing provision of the model is given above. A dip switch has also been provided in mother board to disable access to external calibration.

[F.No. WM-21 (279)/2011]

B. N. DIXIT, Director of Legal Metrology



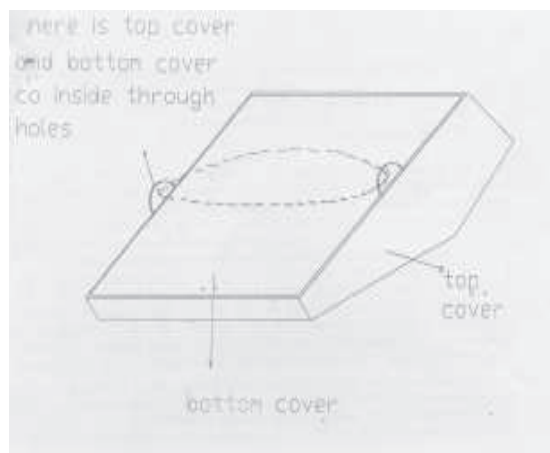
नई दिल्ली, 3 अप्रैल, 2012

**का.आ. 1901.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्विंग सिस्टम्स, नं. 59/1, नंजारेड्डी कालोनी, थर्ड क्रॉस एयरपोर्ट रोड, कैम्प फोर्ट के पास, मुरुगेशपल्या, एच ए एल पोस्ट, बंगलुरु-560017 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “टीटी” श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “टोयोटो” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/535 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान की लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$  या  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21(301)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd April, 2012

**S.O. 1901.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (accuracy class-III) of series “TT” and with brand name “TOYOTO” (hereinafter referred to as the said model), manufactured by M/s. Swing Systems, No. 59/1, Nanjareddy Colony, 3rd Cross Airport Road, Near Kemp Fort, Murugeshpalya, H.A.L. Post, Bangalore-560017 and which is assigned the approval mark IND/09/11/535;

The said model is strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

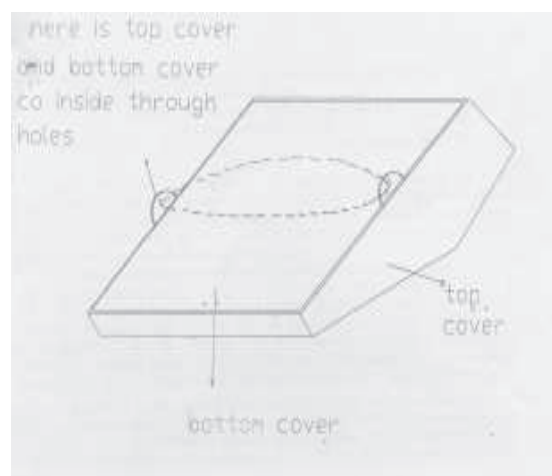


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for ‘e’ value of 100g. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(301)/2011]

B. N. DIXIT, Director of Legal Metrology

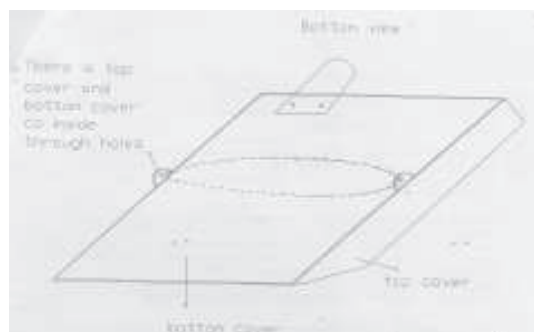
नई दिल्ली, 3 अप्रैल, 2012

**का.आ. 1902.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्विंग सिस्टम्स, नं. 59/1, नंजारेड्डी कालोनी, थर्ड क्रॉस एयरपोर्ट रोड, कैम्प फोर्ट के पास, मुरुगेशपल्या, एच ए एल पोस्ट, बंगलुरु-560017 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “टीपी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “टोयोटो” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/536 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21(301)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd April, 2012

**S.O. 1902.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class-III) of series “TP” and with brand name “TOYOTO” hereinafter referred to as the said model), manufactured by M/s. Swing Systems, No. 59/1, Nanjareddy Colony, 3rd Cross Airport Road, Near Kemp Fort, Murugeshpalya, H. A. L. Post, Bangalore-560017 and which is assigned the approval mark IND/09/11/536;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

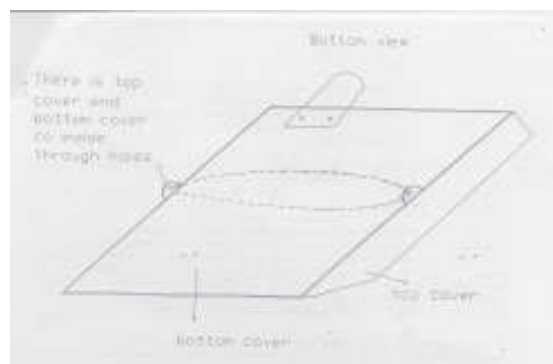


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (301)/2011]

B. N. DIXIT, Director of Legal Metrology

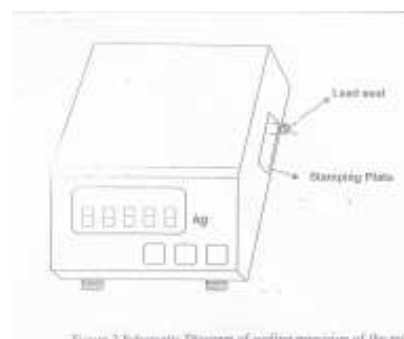
नई दिल्ली, 13 अप्रैल, 2012

**का.आ. 1903.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम(4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स समुद्रा सिस्टम्स, बी-2, लक्ष्मी प्लाजा, अल्फा लावल इंडिया के सामने, पुणे-मुंबई रोड, केसरवाडी, पुणे-411031 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “टीटीडब्ल्यूएस” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के माडल का, जिसके ब्रांड का नाम “साम-ट्रॉनिक्स” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/541 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदन मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई”मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$ ,  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21 (285)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 13th April, 2012

**S.O. 1903.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (accuracy class-III) of series “TTWS” and with brand name “SAM-TRONICS” (hereinafter referred to as the said model), manufactured by M/s. Samudra Systems, B-2, Laxmi Plaza, Opposite Alfa Laval India, Pune-Mumbai Road, Kasarwadi, Pune-411031 and which is assigned the approval mark IND/09/11/541 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

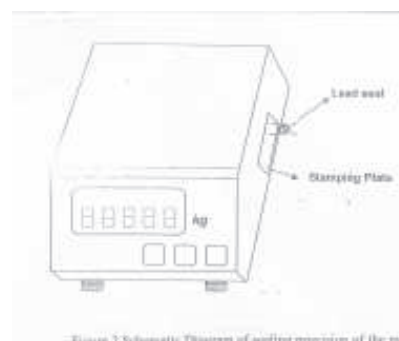


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10000 for ‘e’ value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (285)/2011]

B. N. DIXIT, Director of Legal Metrology



नई दिल्ली, 13 अप्रैल, 2012

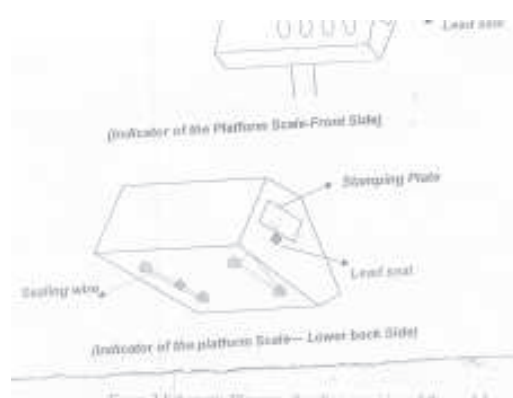
**का.आ. 1904.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स समुद्रा सिस्टम्स, बी-2, लक्ष्मी प्लाजा, अल्फा लावल इंडिया के सामने, पुणे-मुंबई रोड, केसरवाडी, पुणे-411031 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “पीएमडब्ल्यूएस” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “साम-ट्रॉनिक्स” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/542 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{\circ}$ ,  $2 \times 10^{\circ}$ ,  $5 \times 10^{\circ}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21 (285)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th April, 2012

**S.O. 1904.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class-III) of series “PMWS” and with brand name “SAM-TRONICS” (hereinafter referred to as the said model), manufactured by M/s. Samudra Systems, B-2, Laxmi Plaza, Opposite Alfa Laval India, Pune-Mumbai Road, Kasarwadi, Pune-411031 and which is assigned the approval mark IND/09/11/542 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500kg. and minimum capacity of 1Kg. The verification scale interval (e) is 50g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.



Figure-1 Model

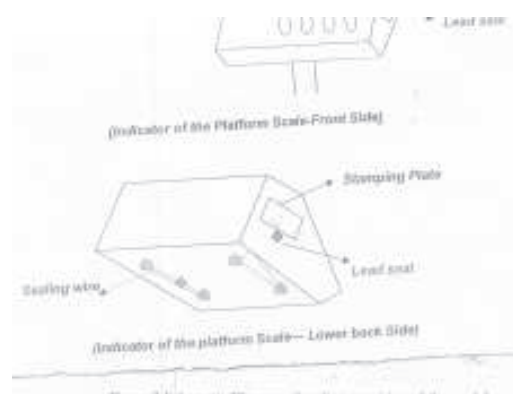


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing the sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (285)/2011]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 13 अप्रैल, 2012

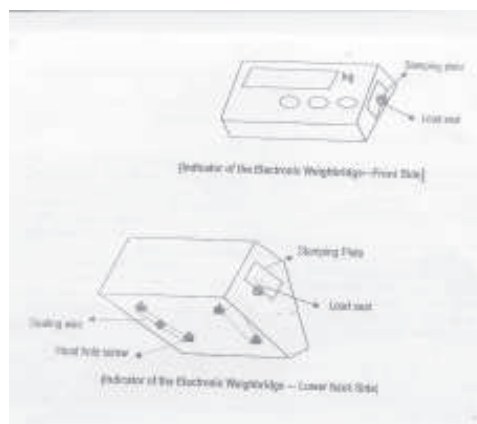
**का.आ. 1905.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हिंदुस्तान वेइंग स्केल, आर जेड-50ए, ईस्ट उत्तम नगर, इंदिरा पार्क एक्सटेंशन, उत्तम नगर, नई दिल्ली-110059 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एचडब्ल्यूबी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज) के मॉडल का, जिसके ब्रांड का नाम “लिओसैन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/557 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज) है। इसकी अधिकतम क्षमता 50 टन है और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदन मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21 (292)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th April, 2012

**S.O. 1905.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (electronic weighbridge) with digital indication of medium accuracy (accuracy class-III) of series “HWB” and with brand name “LEOSAIN” (hereinafter referred to as the said model), manufactured by M/s Hindustan Weighing Scale, RZ-50A, East Uttam Nagar, Indra Park Extn., Uttam Nagar, New Delhi-110059 and which is assigned the approval mark IND/09/11/557 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (electronic Weighbridge) with a maximum capacity of 50 tonne and minimum capacity of 100kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.



Figure-1 Model

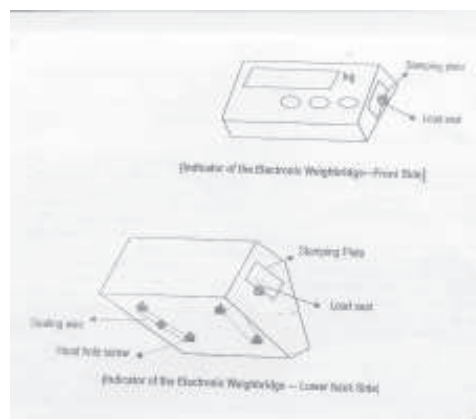


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing the sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (292)/2011]

B. N. DIXIT, Director of Legal Metrology

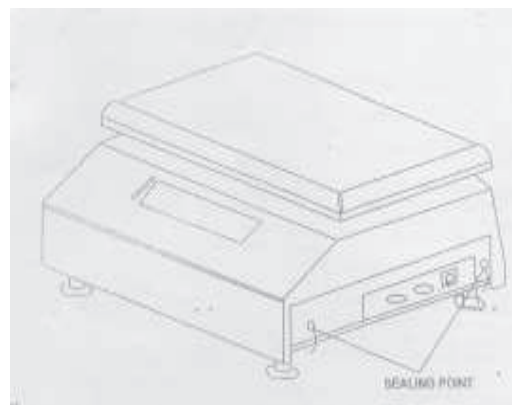
नई दिल्ली, 13 अप्रैल, 2012

**का.आ. 1906.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विप्रो सिस्टम्स, #57/3, कोर्टीगेपल्या, मांगडी मैन रोड, बंगलूरु-560091 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एचडीटी” श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “होण्डा डिजी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/551 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदन मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$ ,  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (300)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 13th April, 2012

**S.O. 1906.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (accuracy class-III) of series “HDT” and with brand name “HONDA DIGI” (hereinafter referred to as the said model), manufactured by M/s Winpro Systems, #57/3, Kottigepalaya, Magadi Main Road, Bangalore-560091 and which is assigned the approval mark IND/09/11/551 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

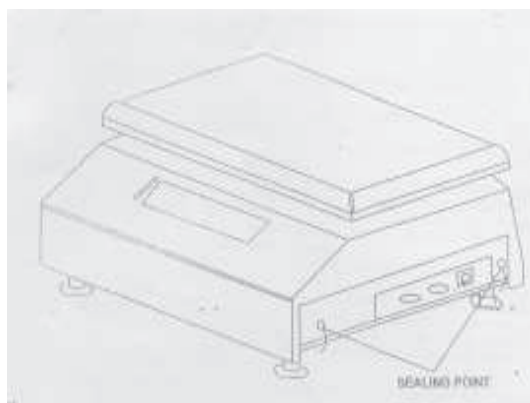


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing the sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10000 for ‘e’ value of 100mg. to 2g .and with verification scale interval (n) in the range of 500 to 10000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (300)/2011]

B. N. DIXIT, Director of Legal Metrology



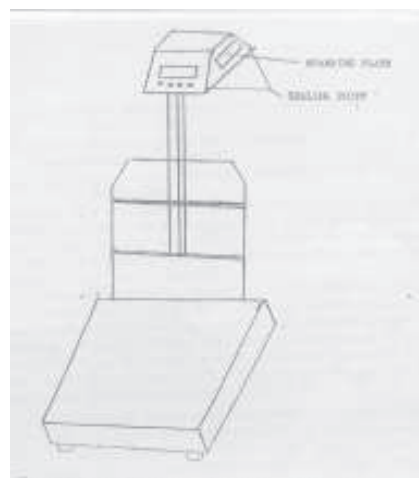
नई दिल्ली, 13 अप्रैल, 2012

**का.आ. 1907.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विप्रो सिस्टम्स, #57/3, कोट्टीगेपल्या, मांगडी मैन रोड, बंगलूरु-560091 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एचडीपी” श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “होण्डा डिजी” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/552 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदन मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^{-6}$ ,  $2 \times 10^{-6}$ ,  $5 \times 10^{-6}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21 (300)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th April, 2012

**S.O. 1907.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class-III) of series “HDP” and with brand name “HONDADIGI” (hereinafter referred to as the said model), manufactured by M/s Winpro Systems, #57/3, Kottigepalaya, Magadi Main Road, Bangalore-560091 and which is assigned the approval mark IND/09/11/552 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

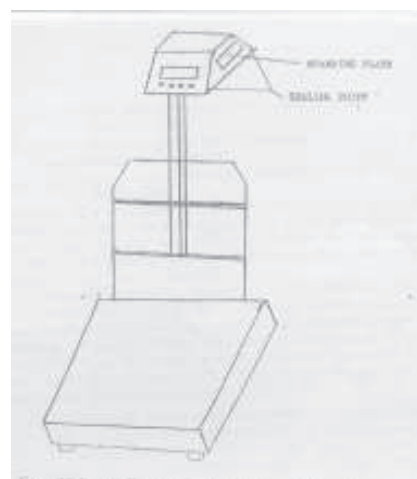


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing the sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg with verification scale interval (n) in the range of 500 to 10000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (300)/2011]

B. N. DIXIT, Director of Legal Metrology

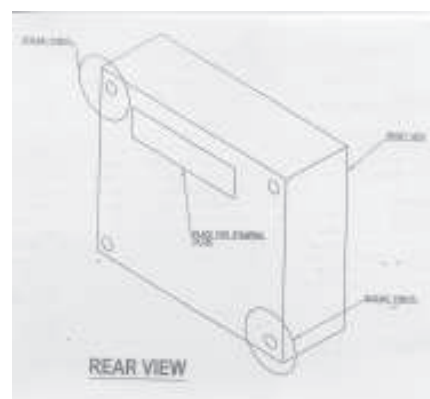
नई दिल्ली, 13 अप्रैल, 2012

**का.आ. 1908.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जी टी टेक्नोलॉजीस, # 131/ए, कपुमजलु, कोडानगै पोस्ट, विट्टल पडनुर विलेज, बंतवाल तालुका, दक्षिण कन्नडा-574243, कर्नाटक द्वारा विनिर्मित यथार्थता वर्ग,  $X(x)$  जहां  $x=1$  वाले “एलएफएम” शृंखला के स्वचालित ग्रेविमेट्रिक फिलिंग उपकरण (लिव्विड फिलिंग मशीन) के मॉडल का, जिसके ब्रांड का नाम “जीटी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/554 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित ग्रेविमेट्रिक फिलिंग उपकरण (लिव्विड फिलिंग मशीन) है। इसकी अधिकतम क्षमता 50 कि.ग्रा. और डी वेल्यू 5 ग्रा. के साथ उत्पाद की मात्रा और प्रकृति पर निर्भर करते हुए इसकी बारम्बारता 10 फिल्स प्रति मिनट है। मशीन को सभी प्रकार के फ्री तरल पदार्थों को जैसे पाउच, टीन, कैन इत्यादि के लिए डिजाइन किया जाता है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदन मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि.ग्रा. तक होगी।

[ फा. सं. डब्ल्यू एम-21 (302)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th April, 2012

**S.O. 1908.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of automatic gravimetric filling instrument (liquid filling machine) belonging to accuracy class, X(x) where x=1 of series “LFM” and with brand name “G T” (hereinafter referred to as the said model), manufactured by M/s. G. T. Technologies, #131/A, Kapumajalu, Kodangai Post, Vittal Padnoor Village, Bantwal Taluka, Dakshina Kannada-574243, Karnataka and which is assigned the approval mark IND/09/11/554 ;

The said model is a strain gauge type load cell based automatic gravimetric filling instrument (liquid filling machine). It has maximum capacity of 50kg. and d value of 5g. with a frequency of 10 fills per minute depending upon the quantity and nature of the product. The machine is designed for filling all types of liquid materials in pouch, can, tin etc. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.



Figure-1 Model

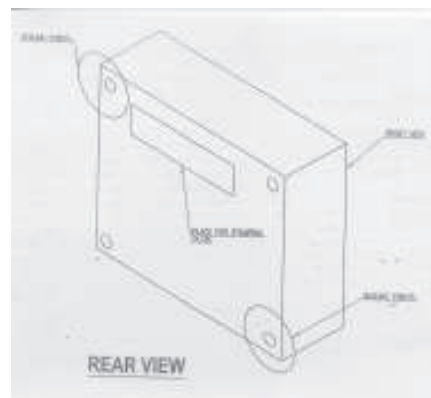


Figure-2 : Schematic diagram of sealing provision of the model.

On the rear side of the indicator, a leaded sealing wire is fastened through two bored screws, passing over the cover and bracket, for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in a/d Card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (302)/2011]

B. N. DIXIT, Director of Legal Metrology

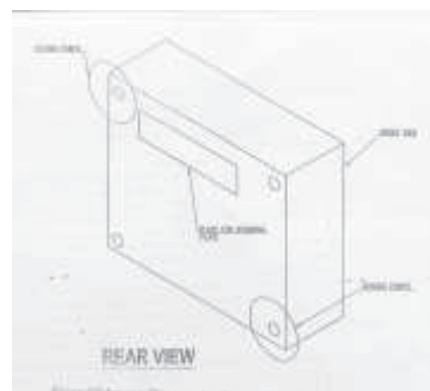
नई दिल्ली, 13 अप्रैल, 2012

**का.आ. 1909.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जी टी टेक्नोलॉजीस# 131/ए, कपुमजलु, कोडानगै पोस्ट, विट्टल पडनुर विलेज, बंतवाल तालुका, दक्षिण कन्नडा-574243, कर्नाटक द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “ईडब्ल्यूबी” श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज-मल्टी लोड सैल टाइप) के मॉडल का, जिसके ब्रांड का नाम “जीटी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/555 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज-मल्टी लोड सैल टाइप) है। इसकी अधिकतम क्षमता 80 टन और न्यूनतम क्षमता 400 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 20 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

#### आकृति-1



#### आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21(302)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th April, 2012

**S.O. 1909.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (electronic weighbridge-multi load cell type) with digital indication of medium accuracy (accuracy class-III) of series “EWB” and with brand name “G T” (hereinafter referred to as the said model), manufactured By M/s. G. T. Technologies, #131/A, Kapumajalu, Kodangai Post, Vittal Padnoor Village, Bantwal Taluka, Dakshina Kannada-574243, Karnataka and which is assigned the approval mark IND/09/11/555 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (electronic weighbridge-multi load cell type) with a maximum capacity of 80tonne and minimum capacity of 400kg. The verification scale interval (e) is 20kg. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model



Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing the sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with above 5tonne and up to 200tonne with verification scale interval (n) in the range of 500 to 10000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (302)/2011]

B. N. DIXIT, Director of Legal Metrology



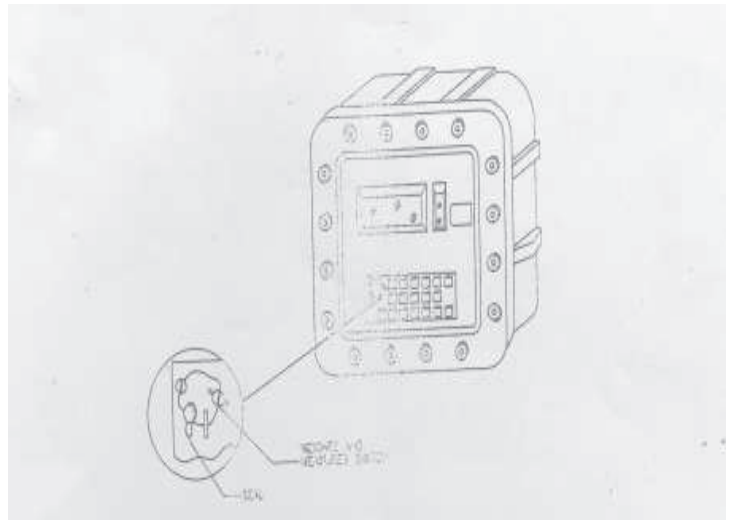
नई दिल्ली, 17 अप्रैल, 2012

**का.आ. 1910.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एडवांसड सिस्टेक प्राइवेट लिमिटेड, 299/300, जी आई डी सी, मकरपुरा, बडोदरा-390010, द्वारा विनिर्मित यथार्थता वर्ग 0.3 वाले “डीएल-6000” शृंखला के बैच कंट्रोलर मॉडल का, जिसके ब्रांड का नाम “स्मार्टलोड” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/548 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलैक्ट्रॉनिक मापन प्रणाली है जिसका प्रयोग लिक्विड फ्लो मीटरों और टैंकर, ट्रक, रेल टैंक और टैंक बैरेज जैसे टर्मिनल स्टोरेज टैंकों से रिफाईंड हाइड्रोकार्बन उत्पादों जैसे तरल पदार्थों को भरने के लिए लिक्विड बैच डिलिवरी सिस्टम में प्रयुक्त अन्य उपकरणों के साथ किया जाता है। यह फ्लो मीटर के पल्स स्रोत से इलैक्ट्रॉनिक पल्स को प्राप्त करता है और गिनता है तथा उन्हें वोल्यूम में बदलता है। परीक्षण को ओआईएमएल आर 117, ‘पानी के अलावा अन्य तरल के लिए मीटर’ के अनुसार संचालित किया गया था।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

मॉडल को सील करने की स्कीम का चित्र ऊपर दिया गया है और इससे स्पष्ट पता चलता है कि सील केवल सूचक के लिए नहीं लगाई गई बल्कि पूरी यूनिट, जिसे बैच कंट्रोलर कहते हैं, के लिए लगाई गई है। मॉडल की बाड़ी के छेद से एक तार को और बाट और माप की/स्विच से गुजार कर सील किया गया है, जैसा कि चित्र में दिखाया गया है जिसका प्रयोग मॉडल के महत्वपूर्ण पुर्जों को लॉक करने/छेड़छाड़ को रोकने के लिए किया जाता है।

[ फा. सं. डब्ल्यू एम-21 (05)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 17th April, 2012

**S.O. 1910.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby approves, issues and publishes the certificate of approval of the model of batch controller of series “DL-6000” with Brand Name “Smart Load” and accuracy class 0.3 (hereinafter referred to as the said model), manufactured by M/s. Advanced Systek Private Limited, 299/300, GIDC, Makarpura, Vadodara-390010 and which is assigned the approval mark IND/09/11/548.

The said model is an electronic measuring system used along with the liquid flow meters and other devices used in liquid batch delivery system for the liquid like refined hydrocarbon products from loading terminal storage tanks such as tanker trucks, rail tank and tank barges. It receive and count the electronic pulses from the pulse source of the flow meter and convert them into volume. The test was conducted as per OIML R117, “Meters for liquids other than water”.

Figure-1

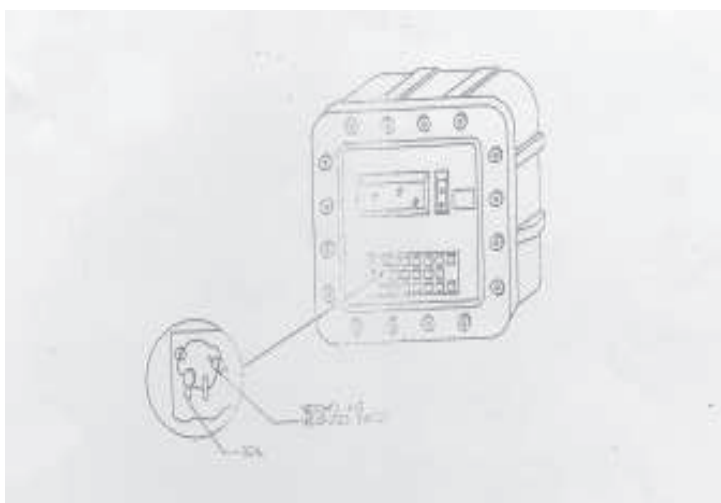


Figure-2 : Schematic Diagram of the sealing provision of the model.

A typical schematic diagram of sealing provision of the model is given above and it clearly indicates that the sealing is done not for the indicator alone but for the whole unit called batch controller. The sealing is done by passing wire through hole on the body of the model and through the weights and measure key/switch indicated in the diagram which is used to lock/prevent access to vital components of the model.

[F.No. WM-21 (05)/2011]

B. N. DIXIT, Director of Legal Metrology

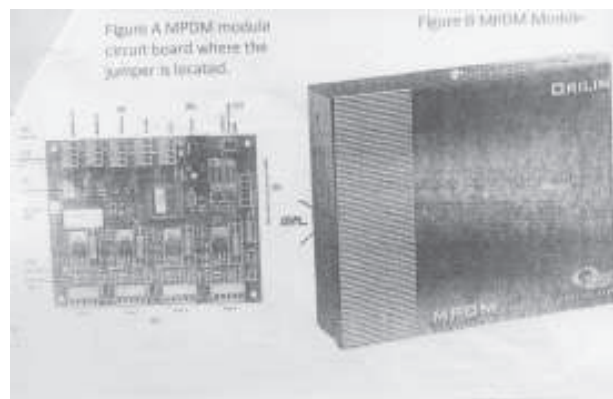
नई दिल्ली, 17 अप्रैल, 2012

**का.आ.1911.**—केन्द्रीय सरकार का, स्लोवक इंस्टीट्यूट आफ मीटरोलॉजी द्वारा जारी मॉडल अनुमोदन प्रमाण-पत्र सहित दी गई रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 के दूसरे परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एलेंटी एंड ओरिऑन एबी, स्वीडन द्वारा विनिर्मित यथार्थता वर्ग 0.3 वाले “ओरिलिक” टाइप के पानी के अलावा अन्य द्रव्यों के लिए मापन पद्धति (ऑयल मीटर) अंकक सूचन सहित है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे डायनाकोर्प इंजीनियरिंग प्रा.लि., 23, विजय किरन अपार्टमेंट, टिडके कालोनी रोड, नासिक-422002 द्वारा बिक्री से पहले या बाद में बिना किसी परिवर्तन के भारत में आयात किया गया और जिसे अनुमोदन चिह्न आई एन डी/13/11/368 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल तेल और हिम निरोधी मिश्रण के वितरण के लिए इलेक्ट्रॉनिक मापन और नियंत्रण प्रणाली है। इसके अधिकतम प्रवाह दर की रेंज 10 लीटर प्रति मिनट से 15 लीटर प्रति मिनट है। इसके न्यूनतम प्रवाह दर की रेंज 0.1 लीटर प्रति मिनट से 10 लीटर प्रति मिनट है। यह न्यूनतम 0.5 लीटर की मात्रा माप सकता है। इसके आस-पास की तापमान सीमा 0° से. से 50° से. है। इसका उपयोग मुख्यतः 8 से 2000 एमएम<sup>2</sup>/एस की शुद्धगतिक विस्कासिता (क्राइनेमेटिक विस्कोसिटी) स्नेहक की मात्रा, मोटर द्रवीय, कटिंग और अन्य तेल और हिमनिरोध मिश्रण को मापने और नियंत्रित करने के लिए किया जाता है।

#### आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

यह तीन प्रकारों में उपलब्ध है ओरिलिक पीसी, ऑयलमोन 800 अथवा ऑयलमोन पीसी, जोकि केवल अपनी संरचना में अलग-अलग हैं।

जैसाकि चित्र में दिखाया गया है मीटर को सील किया गया है। एम डी पी एम मॉड्यूल में (के) सैट अप लॉक जम्पर पर लगा हुआ है। एक बार सर्किट बोर्ड से जम्पर के हट जाने चित्र ए और एम डी पी एम मॉड्यूल को दस्तूरूप से सील किया जाए चित्र बी तो सर्किट बोर्ड से छेड़छाड़ नहीं की जा सकती और जम्पर नहीं लगाया जा सकता तथा उसकी क्षमता को बदला नहीं जा सकता।

[फा. सं. डब्ल्यू एम-21 (104)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 17th April, 2012

**S.O. 1911.**—Whereas the Central Government, after considering the report submitted to it along with the model approval certificate issued by the Slovak Institute of Metrology, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the second proviso to section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby approves, issues and publishes the certificate of approval of model of Measuring System for Liquid Other Than Water (Oil Meter) with digital indication of Accuracy Class 0.3 (hereinafter referred to as said model) of Type “OriLink”, manufactured by M/s. Alentec & Orion AB, Sweden and imported in India without any alteration before or after sale by M/s. Dynacorp Engineering Pvt. Ltd., 23, Vijay Kiran Apartment, Tidke Colony Road, Nashik-422 002 and which is assigned the approval mark IND/13/11/368;

The said model is an electronic measuring and control system intended for dispensation of oils and anti-freeze mixtures. Its maximum flow rate range is 10 lpm to 15 lpm. Its minimum flow rate is 01 lpm to 10 lpm. It can measure minimum amount 0.5 litre. Its ambient temperature limit is 0°C to 50°C. It is mainly used to measure and control the volume of lubricating, motor, hydraulic, cutting and other oil and anti-freeze mixture with kinematic viscosity of 8 to 2000 mm<sup>2</sup>/s.

Figure-1 Model

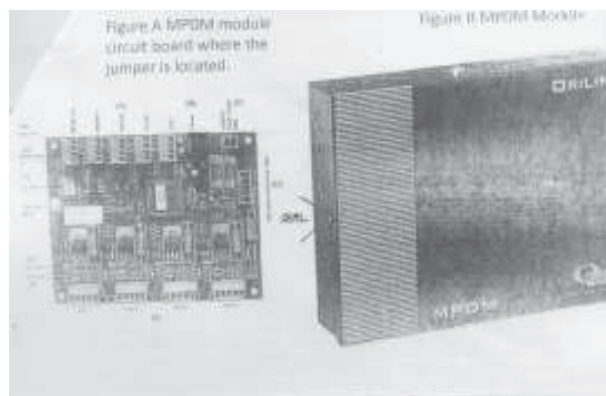


Figure-2 : Sealing Diagram

It is available in three versions OriLink PC, OilMon 800, or OilMon PC, which differ in their configuration only.

The meter is sealed as shown in figure. The MPDM module has (K) setup lock jumper, once the jumper is removed on circuit board in Figure A and the MPDM module in Figure B is sealed physically the circuit board cannot be accessed in turn the jumper cannot be inserted and calibration cannot be changed.

[F. No. WM-21 (104)/2011]

B. N. DIXIT, Director of Legal Metrology

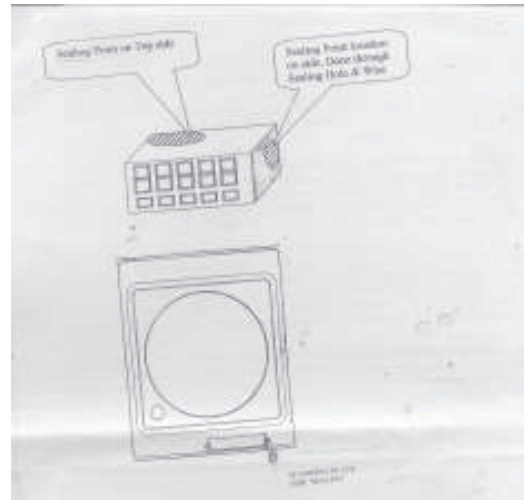
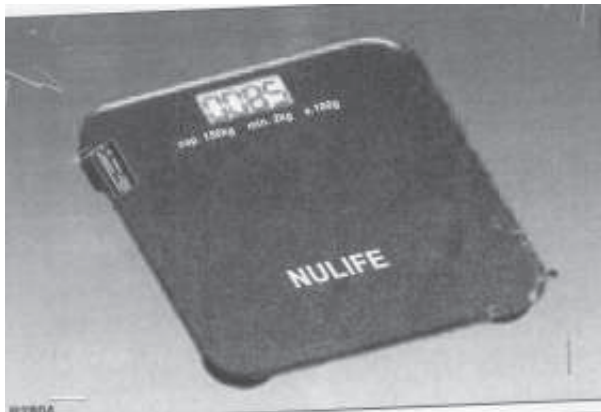
नई दिल्ली, 17 अप्रैल, 2012

**का.आ. 1912.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स एमआर के हैल्थकेयर, बी4/बी5, बाइकुला सर्विस इंडस्ट्रीज, डी के मार्ग, सुसेक्स रोड, बाइकुला, मुंबई-400027 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एनडब्ल्यू-01” श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक व्यक्ति बाथरूम स्केल) के मॉडल का, जिसके ब्रांड का नाम “नूलाइफ” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/23 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक व्यक्ति बाथरूम स्केल) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। एल ई डी/एल सी डी प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1



आकृति-2 : मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम।

स्केल की बाटम प्लेट में छेद बना कर, इन छेदों में से सीलिंग वायर निकालकर सीलिंग की जाती है। स्टाम्पिंग के लिए स्केल की बाडी में से लीड सील के साथ सीलिंग वायर निकालकर स्टाम्पिंग प्लेट जोड़ी जाती है। मॉडल के सीलिंग प्रावधान का योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी नियंत्रण है। बाहरी केलिब्रेशन नियंत्रण को निष्क्रिय करने के लिए डिप स्विच दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 300 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^3$  के,  $2 \times 10^3$  के, या  $5 \times 10^3$  के, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21(16)/2011 ]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान



New Delhi, the 17th April, 2012

**S.O. 1912.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves and issues the certificate of approval of the model of non-automatic weighing instrument (Electronic Personal Bathroom Scale) with digital indication of medium accuracy (Accuracy class-III) of series “NW-01” and with brand name “NULIFE” (hereinafter referred to as the said model), manufactured by M/s. MRK Healthcare, B4/B5, Byculla Service Industries, D. K. Marg, Sussex Road, Byculla, Mumbai-400027 and which is assigned the approval mark IND/09/11/23.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Personal Bathroom Scale) with a maximum capacity of 150 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The LED/LCD indicates the weighing results. The instrument operates on 230V, 50 Hz alternative current power supply.

Figure-1 Model

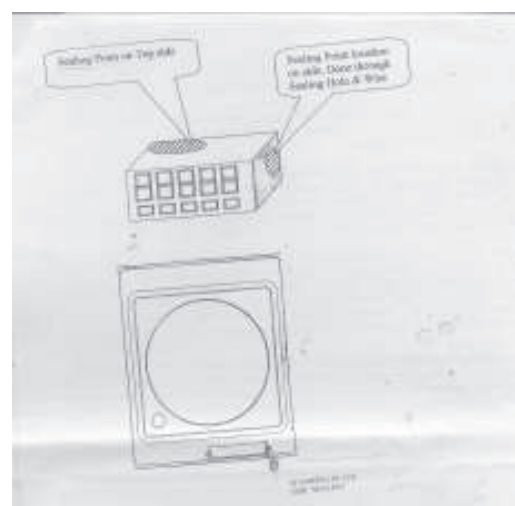
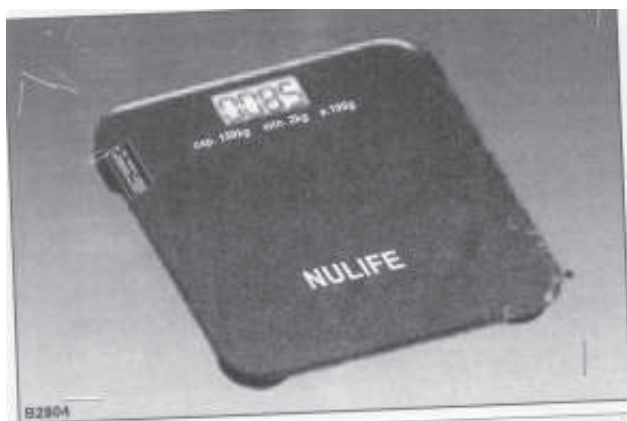


Figure-2 : Sealing Diagram of the sealing provision of the model.

Sealing is done through the hole, made in the bottom side of the scale, and then sealing wire is passed through these holes. Stamping plate is connected through sealing wire passing from the body of the scale with lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 300kg. with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (16)/2011]

B. N. DIXIT, Director of Legal Metrology

## ( भारतीय मानक ब्यूरो )

नई दिल्ली, 18 मई, 2012

**का.आ. 1913.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधि सूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे रद्द कर दिए गए हैं और वापस ले लिये गये हैं :

## अनुसूची

क्रम सं.	रद्द किये गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) में का.आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आई एस 940 : 2003 सुवाह्य अग्नि-शामक पानी टाइप (गैस कारतूस)--विशिष्ट (चौथा पुनरीक्षण)	का.आ. संख्या 3325 दिनांक 06-12-2003	—
2.	आई एस 2171 : 1999 अग्नि-शामक, शुष्क पाउडर (कार्टिज वाले)—विशिष्ट (चौथा पुनरीक्षण)	का.आ. संख्या 1468 दिनांक 29-05-1999	—
3.	आई एस 6234 : 2003 सुवाह्य अग्नि-शामक, पानी वाले (भंडारित दाब) —विशिष्ट (दूसरा पुनरीक्षण)	का.आ. संख्या 0397 दिनांक 21-02-2004	—
4.	आई एस 10204 : 2001 सुवाह्य अग्नि-शामक, यांत्रिक झाग वाले—विशिष्ट (पहला पुनरीक्षण)	का.आ. संख्या 3252 दिनांक 01-12-2001	—
5.	आई एस 13849 : 1993 सुवाह्य अग्नि-शामक, शुष्क पाउडर टाइप (भंडारित दाब)—विशिष्ट	का.आ. संख्या 1360 दिनांक 18-06-1994	—
6.	आई एस 15397 : 2003 सुवाह्य अग्नि-शामक, (भंडारित दाब) यांत्रिक झाग वाले—विशिष्ट	का.आ. संख्या 0397 दिनांक 21-02-2004	—

[ संदर्भ : सीईडी/राजपत्र ]

डी. के. अग्रवाल, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

## (BUREAU OF INDIAN STANDARDS)

New Delhi, the 18th May, 2012

**S. O. 1913.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is, hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn.

## SCHEDULE

Sl. No.	No. and Year of the Indian Standards Cancelled	S. O. No. and Date published in the Gazette of India, Part-II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 940 : 2003 Specification for portable fire extinguishers, water type (gas cartridge) (fourth revision)	S. O. No. 3325 Dated 06-12-2003	—

(1)	(2)	(3)	(4)
2.	IS 2171 : 1999 Specification for portable fire extinguishers, dry powder (cartridge type) (fourth revision)	S. O. No. 1468 Dated 29-05-1999	—
3.	IS 6234 : 2003 Specification for portable fire extinguishers, water type (stored pressure) (second revision)	S. O. No. 0397 Dated 21-02-2004	—
4.	IS 10204 : 2001 Specification for portable fire extinguisher, mechanical foam type	S. O. No. 3252 Dated 01-12-2001	—
5.	IS 13849 : 1993 Specification for portable fire extinguisher, dry powder type (stored pressure)	S. O. No. 1360 Dated 18-06-1994	—
6.	IS 15397 : 2003 Specification for portable fire extinguisher, mechanical foam type (stored pressure)	S. O. No. 0397 Dated 11-02-2004	—

[Ref : CED/Gazette]

D. K. AGRAWAL, Scientist 'F' &amp; Head (Civil Engg.)

नई दिल्ली, 22 मई, 2012

**का.आ. 1914.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों का संशोधन विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है।

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	संशोधन संख्या 1 आई एस 9471 भाग 7 : 2000 माडयूली अथ अंग हड्डी घटक विशिष्टि भाग 7 हड्डी धड़ टखना व घुटना (उपरी व निम्न)	—	मार्च 2012
2.	संशोधन संख्या 4 आई एस 11708 : 1986 हाथ यांत्रिक पर	—	मार्च 2012
3.	संशोधन संख्या 2 आई एस 11646-2 : 1986 दृष्टि विकलांगों के लिए केन भाग 2 मुड़ने वाली	—	मार्च 2012

इस मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलुरु, भोपाल भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम एच डी/जी-3: 5]

राकेश कुमार, वैज्ञानिक 'एफ' एवं प्रमुख (एम एच डी)

New Delhi, the 22nd May, 2012

**S. O. 1914.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment of Indian Standards, particulars of which is given in the Schedule hereto annexed has been established on the date indicated against each.

**SCHEDULE**

Sl. No.	No. & Year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the new Indian Standard	Date of establishment
(1)	(2)	(3)	(4)
1.	Amendment No. 1 to IS 9471 (Part 7) : 2000 Modular lower limb orthotic components—specification Part 7 Orthotic joint bars, ankle and knee (Upper and lower)	—	March 2012
2.	Amendment No. 4 to IS 11708 : 1986 Specification for hand, mechanical	—	March 2012
3.	Amendment No. 2 to IS 11646—2 : 1986 Specification for cane for visually handicapped Part 2 Folding type	—	March 2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MHD/G-3 : 5]

RAKESH KUMAR, Scientist 'F' &amp; Head (MHD)

नई दिल्ली, 25 मई, 2012

**का.आ. 1915.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वे स्थापित हो गए हैं।

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 11979-1 : 2006 नेत्र रोग संबंधी रोपण--इंट्राऑक्यूलर लेंस भाग 1 शब्दावली	आई एस 14323 : 1996	मई 2012
2.	आई एस/आई एस ओ 11979-2 : 1999 नेत्र रोग संबंधी रोपण--इंट्राऑक्यूलर लेंस भाग 2 ऑप्टिकल प्रोपर्टीज एवं परीक्षण पद्धतियाँ	आई एस 14323 : 1996	मई 2012
3.	आई एस/आई एस ओ 11979-3 : 2006 नेत्र रोग संबंधी रोपण--इंट्राऑक्यूलर लेंस भाग 3 मैकेनिकल प्रोपर्टीज एवं परीक्षण पद्धतियाँ	आई एस 14323 : 1996	मई 2012
4.	आई एस/आई एस ओ 11979-5 : 2006 नेत्र रोग संबंधी रोपण--इंट्राऑक्यूलर लेंस भाग 5 बायोकम्पैटिबिलिटी	आई एस 14323 : 1996	मई 2012
5.	आई एस/आई एस ओ 11979-9 : 2006 नेत्र रोग संबंधी रोपण--इंट्राऑक्यूलर लेंस भाग 9 मल्टीफोकल इंट्राऑक्यूलर लेंस	आई एस 14323 : 1996	मई 2012

(1)	(2)	(3)	(4)
6.	आई एस/आई एस ओ 11979-10 : 2006 नेत्र रोग संबंधी रोपण—इंट्राऑक्यूलर लेंस भाग 10 फोकिक इंट्राऑक्यूलर लेंस	आई एस 14323 : 1996	मई 2012
7.	आई एस/आई एस ओ 18369-1 : 2006 ओप्टिकल ओपटिक्स—कंटेक्ट लेंस भाग 1 शब्दावली, वर्गीकरण सिस्टम एवं लेबलिंग हेतु अनुशंसित विशिष्टियाँ	आई एस 13767 : 1993 आई एस 13903 : 1993 और आई एस 13928 : 1993	मई 2012
8.	आई एस/आई एस ओ 18369-3 : 2006 ओप्टिकल ओपटिक्स—कंटेक्ट लेंस भाग 3 मापन पद्धतियाँ	आई एस 13767 : 1993 आई एस 13903 : 1993 और आई एस 13928 : 1993	मई 2012
9.	आई एस/आई एस ओ 18369-4 : 2006 ओप्टिकल ओपटिक्स—कंटेक्ट लेंस भाग 4 कंटेक्ट लेंस सामग्रियों की फिजिकोकेमिकल प्रोपर्टीज	आई एस 13767 : 1993 आई एस 13903 : 1993 और आई एस 13928 : 1993	मई 2012

इस मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलुरु, भोपाल भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम एच डी/जी-3: 5]

राकेश कुमार, वैज्ञानिक 'एफ' एवं प्रमुख (एम एच डी)

New Delhi, the 25th May, 2012

**S. O. 1915.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued

#### SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. and year of Indian Standards, if any, superseded by the new Indian Standards	Date established
(1)	(2)	(3)	(4)
1.	IS/ISO 11979-1 : 2006 Ophthalmic implants—Intraocular lenses Part 1 Vocabulary	IS 14323 : 1996	May 2012
2.	IS/ISO 11979-2 : 1999 Ophthalmic implants—Intraocular lenses Part 2 Optical properties and test methods	IS 14323 : 1996	May 2012
3.	IS/ISO 11979-3 : 2006 Ophthalmic implants—Intraocular lenses Part 3 Mechanical properties and test methods	IS 14323 : 1996	May 2012
4.	IS/ISO 11979-5 : 2006 Ophthalmic implants—Intraocular lenses Part 5 Biocompatibility	IS 14323 : 1996	May 2012
5.	IS/ISO 11979-9 : 2006 Ophthalmic implants—Intraocular lenses Part 9 Multifocal intraocular lenses	IS 14323 : 1996	May 2012



(1)	(2)	(3)	(4)
6.	IS/ISO 11979-10 : 2006 Ophthalmic implants— Intraocular lenses Part 10 Phakic intraocular lenses	IS 14323 : 1996	May 2012
7.	IS/ISO 18369-1 : 2006 Ophthalmic optics— contact lenses Part 1 Vocabulary, classification system and recommendations for labeling specifications	IS 13767 : 1993, IS 13903 : 1993 and IS 13928 : 1993	May 2012
8.	IS/ISO 18369-3 : 2006 Ophthalmic optics— contact lenses Part 3 Measurement methods	IS 13767 : 1993, IS 13903 : 1993 and IS 13928 : 1993	May 2012
9.	IS/ISO 18369-4 : 2006 Ophthalmic optics— contact lenses Part 4 Physicochemical properties of contact lens materials	IS 13767 : 1993, IS 13903 : 1993 and IS 13928 : 1993	May 2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MHD/G-3 : 5]

RAKESH KUMAR, Scientist 'F' & Head (MHD)

नई दिल्ली, 25 मई, 2012

**का.आ. 1916.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं ।

#### अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15898 (भाग 1) : 2012/आई एस ओ 9555-1 : 1994 खुले चैनलों में द्रव प्रवाह मापन-- अपरिवर्ती प्रवाह मापन की ट्रेसर डाइल्यूशन पद्धतियां भाग 1 सामान्य	आई एस 9163 (भाग 1) : 1979	30-4-2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं । भारतीय मानकों को <http://www.standardsbis.in> पर इंटरनेट द्वारा खरीदा जा सकता है ।

[संदर्भ : डब्ल्यू आर डी 1/टी-27]

जे. सी. अरोड़ा, वैज्ञानिक 'एफ' एवं प्रमुख (जल संसाधन विभाग)

New Delhi, the 25th May, 2012

**S. O. 1916.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment of Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each.

**SCHEDULE**

Sl. No.	No. , Title and Year of the Indian Standards Established	No. and Year of the Indian Standards, Date of establishment if any, superseded by the new Indian Standard	
(1)	(2)	(3)	(4)
1.	IS 15898 (Part 1) : 2012/ISO 9555-1 : 1994 Measurement of liquid flow in open channels —Tracer dilution methods for the measurement of steady flow—Part 1 : General	IS 9163 (Part 1) : 1979	30-4-2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram. Indian Standards can be purchased from BIS sales portal <http://www.standardsbis.in>.

[Ref : WRD1/T-27]

J. C. ARORA, Scientist 'F' &amp; Head (Water Resources Deptt.)

नई दिल्ली, 25 मई, 2012

**का.आ. 1917.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं।

**अनुसूची**

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15927/(भाग 1) : गैसीय ईंधन की पूर्ति के लिए पालिईथाइलिन पाइपों के साथ प्रयोग के लिए पालिईथाइलिन फिटिंगें—विशिष्ट  भाग 1 तप्त औजारों के प्रयोग से सॉकेटों की फिटिंगें	—	31-05-2012

इस भारतीय मानक की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़ाफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

डी. के. अग्रवाल, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 25th May, 2012

**S. O. 1917.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each.

**SCHEDULE**

Sl. No.	No. and Year of the Indian Standards Established	No. and year of the Indian Standards, if any, superseded by the new Indian Standard	Date of established
(1)	(2)	(3)	(4)
1.	IS 15927 (Part 1) : 2012 Polyethylene Fittings for Use with Polythylene Pipes for the Supply of Gaseous Fuels—Specification Part 1 Fittings for Socket Fusion using Heated Tools	—	31 May, 2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[ Ref : CED/Gazette ]

D. K. AGRAWAL, Scientist 'F' &amp; Head (Civil Engg.)

नई दिल्ली, 28 मई, 2012

**का.आ. 1918** .—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किए गए हैं :—

**अनुसूची**

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1554 ( भाग 2 ) : 1988 की संशोधन संख्या 4	4 अप्रैल, 2012	08-05-2012
2.	आई एस 7098 ( भाग 1 ) : 1988 की संशोधन संख्या 51	5 अप्रैल, 2012	08-05-2012

इन भारतीय संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[ संदर्भ : ईटी 09/टी-13, टी-43 ]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 28th May, 2012

**S. O. 1918.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

**SCHEDULE**

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1554 (Part 2) : 1988 Specification for PVC insulated (Heavy duty) electric cables, Part 2 For working voltages from 3.3 Kv up to and including 11 kV	04 April, 2012	8-5-2012
2.	IS 7098 (Part 1) : 1988 Specification for cross-linked polythylene insulated thermoplastic sheathed cable, Part 1 For working voltages up to and including 1100 Volts	05 April, 2012	8-5-2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[Ref : ET 09/T-13, T-43]

R. K. TREHAN, Scientist 'E' & Head (Electrotechnical)

नई दिल्ली, 28 मई, 2012

**का.आ. 1919.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

#### अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15915 : 2012 विषयज्ञान प्रबन्धन— पारिभाषिक शब्दावली	—	30 अप्रैल, 2012

इस भारतीय मानक की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एम एस डी/जी-8 अधिसूचना]

निर्मल कुमार पाल, वैज्ञानिक 'एफ' एवं प्रमुख (प्रबन्ध एवं तंत्र विभाग)

New Delhi, the 28th May, 2012

**S. O. 1919.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against each :

#### SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15915 : 2012 Glossary of terms in knowledge management	—	30 April, 2012

Copy of the above Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices at Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[Ref : MSD/G-8 Notification]

NIRMAL KUMAR PAL, Scientist 'F' & Head (Management and Systems Department)

नई दिल्ली, 29 मई, 2012

**का.आ. 1920.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में एतद् द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे रद्द कर दिए गए हैं और वापस ले लिये गये हैं :

**अनुसूची**

क्रम सं.	रद्द किये गये मानक (कों) की संख्या, वर्ष और शीर्षक	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) में का.आ. संख्या और तिथि प्रकाशित	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13360 (भाग 9) अनुभाग 4) : 1997- आई एस ओ 183 : 1976 प्लास्टिक-परीक्षण पद्धतियाँ भाग 9 प्रकाशित गुणधर्म अनुभाग 4 रंगक स्राव का गुणात्मक मूल्यांकन	0326 14-02-1998	12-09-2011

[ संदर्भ : पीसीडी/जी-7 (गजट) ]

डॉ. (श्रीमती) विजय मलिक, वैज्ञानिक 'एफ' एवं प्रमुख (पीसीडी)

New Delhi, the 29th May, 2012

**S. O. 1920.**—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, it is, hereby notified that the Indian Standard, particulars of which are mentioned in the Schedule hereafter, have been cancelled and stand withdrawn :

**SCHEDULE**

Sl. No.	No. and Year of the Indian Standards Cancelled	S. O. No. & Date published in the Gazette of India, Part II, Section 3, Sub-section (ii)	Date of Established
(1)	(2)	(3)	(4)
1.	IS 13360 (Part 9/Sec 4) : 1997/ISO 183 : 1976 Specification for Plastics—Methods of Testing Part 9 Optical properties Section 4 Qualitative evaluation of the bleeding of colorants	0326 14-02-1998	12-09-2011

[ Ref : PCD/G-7 (Gaz.) ]

Dr. (Mrs.) VIJAY MALIK, Scientist 'F' and Head (PCD)

नई दिल्ली, 29 मई, 2012

**का.आ.1921.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानक के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—



## अनुसूची

क्रम सं.	स्थापित भारतीय मानक के संशोधन की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 9873 (भाग 1) : 2012/आई एस ओ 8124-1 : 2009 खिलौने की निरापदता भाग 1 यांत्रिक गुणधर्मों संबंधी निरापदता पहलू (दूसरा पुनरीक्षण)	आई एस 9873 (भाग 1) : 2001	मई 2012
2.	आई एस 15320 (भाग 1) : 2012/आई एस ओ 15403-1 : 2009 प्राकृतिक गैस-वाहनों के लिए संपीड़ित ईंधन के रूप में प्रयुक्त होने वाली प्राकृतिक गैस भाग 1 गुणता के अभिमान (पहला पुनरीक्षण)	आई एस 15320 (भाग 1) : 2003	मई 2012

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-10002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[ संदर्भ : पीसीडी/जी-7 (गजट) ]

डॉ. (श्रीमती) विजय मलिक, वैज्ञानिक 'एफ' एवं प्रमुख (पीसीडी)

New Delhi, the 29th May, 2012

**S. O. 1921.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment/Standards, to Indian Standard, particulars of which is given in the Schedule hereto annexed have been established on the date indicated :

## SCHEDULE

Sl. No.	No. and Year and title of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the new Indian Standard	Date of established
(1)	(2)	(3)	(4)
1.	IS 9873 (Part 1) : 2012 ISO 8124-1 : 2009 Safety of Toys Part 1 Safety Aspects Related to Mechanical and Physical Properties (Second Revision)	IS 9873 (Part 1) : 2001	May 2012
2.	IS 15320 (Part 1) : 2012 ISO 15403-1 : 2006 Natural Gas—Natural Gas for Use as a Compressed Fuel for Vehicles Part 1 Designation of the Quality (First Revision)	IS 15320 (Part 1) : 2003	May 2012

Copy of this Amendment/Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[ Ref : PCD/G-7 (Gazette) ]

Dr. (Mrs.) VIJAY MALIK, Scientist 'F' and Head (PCD)

नई दिल्ली, 29 मई, 2012

**का.आ. 1922.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम (4) के उप-नियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

**अनुसूची**

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3763774	3-10-2011	मैसर्स स्वयं रबर इंडस्ट्रीज, 21, घनश्याम इंडस्ट्रियल एस्टेट, भाग्योदय होटल के सामने, लाएवा, वासना, सानंद, अहमदाबाद-382170	आटोमोटिव विहीकल-टयूबस फार न्यूमैटिक टायर	13098	—	—	1991
2.	3763875	4-10-2011	मैसर्स कल्याण ज्वैल्स प्रा. लि., 49, सुपर माल, लाल बंगला के पास, सी जी रोड, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
3.	3764170	4-10-2011	मैसर्स दागिना, 14-15, वाईट हाउस, पैलेस रोड, पालनपुर, बनसकांठा, उत्तर गुजरात-385001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकार शुद्धता एवं मुहरांकन	1417	—	—	1999
4.	3764271	4-10-2011	मैसर्स कपिल ज्वैल्स, जी 8, भगवती चैम्बर्स, स्वास्तिक क्रास रोड, सी जी रोड, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकार शुद्धता एवं मुहरांकन	1417	—	—	1999
5.	3764574	5-10-2011	मैसर्स श्री बिबरेज, ब्लाक नंबर 744, रकनपुर, ता कलोल, डि गांधीनगर	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
6.	3764473	7-10-2011	मैसर्स शान्ति ज्वैल्स, यू/32/33, अपर ग्राउंड फ्लोर, जॉली शॉपिंग पाईट, एन आर जी-3 शोरूम, गोड डोड रोड, सूरत-395007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी-शुद्धता एवं मुहरांकन	1417	—	—	1999
7.	3764675	10-10-2011	मैसर्स एमटीको टायर तथा रबर (प्रा.) लिमिटेड, सर्वे नंबर 251, 252, गांव लक्ष्मीपुरा, मेहसाना नंदासन-382715	आटोमोटिव व्हीकल-टयूब्स फार न्यूमैटिक टायर फार कमर्शियल व्हीकल-डायगनल तथा रेडियल प्लाई	15636	—	—	2005

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
8.	3796486	10-10-2011	मैसर्स एमटीको टायर तथा रबर (प्रा.) लिमिटेड, सर्वे नंबर 251, 252, गांव लक्ष्मीपुरा, मेहसाना नंदासन-382715	आटोमोटिव व्हीकल-न्यूमैटिक टायर फार टू तथा श्री वीलड मोटर विहीकल	15627	—	—	2005
9.	3764978	11-10-2011	मैसर्स अमरदीप पाईप्स, प्लॉट नंबर 843/3, ओम इंडस्ट्रियल एस्टेट, निकी केबल के पास, रकनपुर, गांधीनगर, कलोल-382721	अनप्लास्टिकसाइड पी वी सी पाईप फार पोटेबल वाटर सप्लाइस	4985	—	—	2000
10.	3765374	11-10-2011	मैसर्स पापुलर पम्प इंडस्ट्रीज, प्लॉट नंबर 5, भाईजीभाई इंडस्ट्रियल एस्टेट, अनिल स्टार्च रोड, नरोडा रोड, अहमदाबाद-380025	ओपनवैल सबमर्सिबल पम्पसैट	14220	—	—	1994
11.	3766982	14-10-2011	मैसर्स जैनम केबल लिमिटेड, रोड नंबर, 1, लाल दरवाजा, उडवाडा पारिया रोड, पी ओ उडवाडा, रेलवे स्टेशन, गांव सरोधी, तालपारडी, वलसाद, उधना-396185	क्रांसलिकड पोलीथलीन इंसूलटिड पी वी सी शीथड केबल	7098	1	—	1988
12.	3767782	14-10-2011	मैसर्स रूद्रा वाटर प्रोसेस, बी/86, बी/87, श्री राम एस्टेट, ओढव चोकडी के पास, रिंग रोड, अहमदाबाद-382415	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
13.	3767681	18-10-2011	मैसर्स सोहम एंटरप्राईस, 79/1/1, सागर डाईंग के पास, डानू टैक्स्टाईल रोड, छावनीवाला कम्पाउंड, बहरमपुरा, अहमदाबाद-380022	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
14.	3766780	18-10-2011	मैसर्स गुजरात इनसैक्टसाईडस लिमिटेड, प्लॉट नंबर 805-806, जी आई डी सी एस्टेट, अंकलेश्वर, भारूच-393002	ट्रायजोफोस इमलविफायेबल कनसट्रेंट	14937	—	—	2001
15.	3767984	19-10-2011	मैसर्स पानम अमृत मिनरल वाटर, संतरामपुर रोड, कानाबारिया ना मुवाडा, ता लुनावाडा, पंचमहल-389230	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
16.	3774678	20-10-2011	मैसर्स अश्विन पालिमर्स, 12/ए, सांकेत इंडस्ट्रियल एस्टेट, गांव मोरैया सानंद, चांगोदर, अहमदाबाद	केबल ट्रैकिंग तथा ड्रिफ्टिंग सिस्टम फार इलेक्ट्रिकल इंस्टालेशन	14927	2	—	2001
17.	3769180	21-10-2011	मैसर्स कृष्णा बिबरेज, 2, भारत एस्टेट, सोनारिया के सामने, ब्लाक 5, बापूनगर, अहमदाबाद	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
18.	3768582	21-10-2011	मैसर्स पटेल पोर्टलैंड सिमेंट, प्लॉट नंबर 9/ए, वासेटी गांव, ताजपुर रोड, ता हलोल, पंचमहल-389350	53 ग्रेड आर्डिनरी पोर्टलैंड सिमेंट	12269	—	—	1987
19.	3769685	21-10-2011	मैसर्स जय अंबे इंडस्ट्रीज, प्लॉट नंबर 3001, फेस 4, जी आई डी सी, वटवा, अहमदाबाद	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
20.	3768683	24-10-2011	मैसर्स ओशो कंपोनेंट्स, ए/1, 447, जी आई डी सी अंकलेश्वर, भारूच-393002	सेफटी, प्रोटैक्टिव तथा आक्यूपेशनल फुटवीयर फार प्रोफेशनल यूस	15298	2	—	2002
21.	3768885	24-10-2011	मैसर्स लकी प्लाई लैमिनेट्स, सर्वे नंबर 29/3, पी-1/पी-1, एन एच नंबर 8, गांव लालवाडा, वलसाद, अंबरगांव-396105	बुड फलश डोर शटर ( सालिड कोर टाईप)	2202	1	—	1999
22.	3768986	24-10-2011	मैसर्स लकी प्लाई लैमिनेट्स, सर्वे नंबर 29/3, पी-1/पी-1, एन एच नंबर 8, गाँव तालवाडा, वलसाद, अंबरगांव-96105	ब्लाक बोर्ड	1659	—	—	2004
23.	3769079	24-10-2011	मैसर्स लकी प्लाई लैमिनेट्स, सर्वे नंबर 29/3, पी-1/पी-1, एन एच नंबर 8, गाँव लालवाडा, वलसाद, अंबरगांव-396105	मैरिन प्लाईवुड	710	—	—	2010
24.	3769281	24-10-2011	मैसर्स जलधारा बिबरेज, प्लॉट नंबर 605, जी आई डी सी, पालेज, डि-भारूच, पालेज-392220	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004

[सं. सीएमडी/13:11]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 29th May, 2012

**S.O. 1922.**—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name and Address of the party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3763774	3-10-2011	M/s. Swayam Rubber Industries, 21, Ghanshyam Industrial Estate, Opp. Bhagyodaya Hotel, Lyava, Vasana Sanand, Ahmedabad-382170	Automotive vehicles-tubes for pneumatic tyres	13098	-	-	1991
2.	3763875	4-10-2011	M/s. Kalyan Jewels Private Limited, 49, Super Mall, Near Lal bungalow, C.G. Road, Ahmedabad-380009	Gold and gold alloys, Jewellery/artefacts—fineness and marking	1417	-	-	1999
3.	3764170	4-10-2011	M/s. Dagina, 14-15, White House, Palace Road, Palanpur Banaskantha, N. Gujrat Palanpur-385001	Gold and gold alloys, Jewellery/artefacts—fineness and marking	1417	-	-	1999
4.	3764271	4-10-2011	M/s. Kapil Jewellers G-8, Bhagwati Chambers, Swastik Cross Road, C.G. Road, Ahmedabad-380009	Gold and gold alloys, Jewellery/artefacts—fineness and marking	1417	-	-	1999
5.	3764574	5-10-2011	M/s. Shree beverages, Block No. 744, Rakanpur Taluka Kalol, Distt. Gandhinagar	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
6.	3764473	7-10-2011	M/s. Shanti Jewellers U/32/33, Upper Ground Floor, Jolly Shopping Point, NR G-3, Showroom, Ghod Dod Road, Surat-395007	Gold and gold alloys, Jewellery/artefacts—fineness and marking	1417	-	-	1999
7.	3764675	10-10-2011	M/s. Emtico Tyre & Rubber 1 (P) Ltd. Survey No. 251, 252, Village Laxmipura, Maheshana, Nandasan-382715	Automotive vehicles - pneumatic tyres for commercial vehicles - diagonal and radial ply	15636	-	-	2005
8.	3796486	10-10-2011	M/s. Emtico Tyre & Rubber 1 (P) Ltd. Survey No. 251, 252, Village Laxmipura, Maheshana, Nandasan-382715	Automotive vehicles - pneumatic tyres for two and three-wheeled motor vehicles	15627	-	-	2005



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
9.	3764978	11-10-2011	M/s. Amardeep Pipes Plot No. 843/3, Om Industrial Estate, Near Niki Cable, Rakanpur, Gandhinagar, Kalol-382721	Unplasticized PVC pipes for potable water supplies -	4985	-	-	2000
10.	3765374	11-10-2011	M/s. Popular Pump Industries Plot No. 5, Bhajibhai Ind. Estate, Anil Starch Road, Naroda Road, Ahmedabad-380025	Openwell submersible pumpsets -	14220	-	-	1994
11.	3766982	14-10-2011	Zenium Cables Ltd., Shed No. 1, Lal Darwaja, Udwada-Paria Road, P.O. Udwada Railway Station, Village Sarodhi, Talparadi, (DT), Valsad, Udwada-396185	Crosslinked polyethylene insulated PVC Sheathed cables	7098	-	-	1988
12.	3767782	14-10-2011	M/s. Rudra Water Process B/86, B/87, Shree Ram Estate, Near Odhav Chokdi, Ring Road, Ahmedabad-382415	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
13.	3767681	18-10-2011	M/s. Soham Enterprise 79/1/1, Near Sagar Dyeing, Danu Textile Road, Chhavniwala Compound, Behrampura, Ahmedabad-380022	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
14.	3766780	18-10-2011	M/s. Gujarat Insecticides Limited, Plot No. 805-806, GIDC Industrial Estate, Ankleshwar, Bharuch-393002	Triazophos emulsifiable concentrate	14937	-	-	2001
15.	3767984	19-10-2011	Panam Amrut Mineral Water Santrampur Road, Near Kanabaria NA Muvada, Taluka Lunawada, Panchamahar-389230	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
16.	3774678	20-10-2011	Ashwin Polymers 12/A, Sanket Industrial Estate, Village Moraiya Sanand Ahmedabad, Changodar	Cable trunking and ducting systems for electrical installations	14927	2	-	2001
17.	3769180	21-10-2011	Krishna Beverages 2, Bharat Estate, Opp Sonariya, Block-5, Bapunagar, Ahmedabad	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
18.	3768582	21-10-2011	Patel Portland Cement Plot No. 9/A, Vaseti Village, Tajpur Road, Tal Halol, Panchamahar-389350	53 grade ordinary portland cement	12269	-	-	1987
19.	3769685	21-10-2011	Jay Ambe Industries Plot No. 3001, Phase IV, G.I.D.C. Vatva, Ahmedabad	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
20.	3768683	24-10-2011	M/s. Osho Components A/1, 447, G.I.D.C., Ankleshwar, Bharuch-393002	Safety, protective and occupational footwear for professional use	15298	2	-	2002
21.	3768885	24-10-2011	Lucky Ply Laminates Survey No, 29/3, P-1/P-1, N.H. No. 8, Vill Talwada, Valsad, Umbergaon-396105	Wooden flush door shutters (solid core type)	2202	1	-	1999
22.	3768986	24-10-2011	Lucky Ply Laminates Survey No, 29/3, P-1/P-1, N.H. No. 8, Vill Talwada, Valsad, Umbergaon-396105	Block Boards	1659	-	-	2004
23.	3769079	24-10-2011	Lucky Ply Laminates Survey No, 29/3, P-1/P-1, N.H. No. 8, Vill Talwada, Valsad, Umbergaon-396105	Marine plywood	710	-	-	2010
24.	3769281	24-10-2011	Jaldhara Beverages Plot No. 605, G.I.D.C. Palej, District Bharuch, Palej-392220	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

[No. CMD/13 : 11]

T. B. NARAYANAN, Scientist 'F' &amp; Head

नई दिल्ली, 29 मई, 2012

**का.आ.1923.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

**अनुसूची**

क्र. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	3744467	मैसर्स क्राउन इंडस्ट्रीज, प्लॉट नंबर 6, टोरेण्ट पावर सब स्टेशन के सामने, शाहवाडी बस स्टाप के पीछे, नारोल, अहमदाबाद-382405	कन्ड्यूट फार इलैक्ट्रिकल इंस्टालेशन पार्ट 3 रिजिड प्लेन कन्ड्यूट आफ इंसुलेटिड मैटिरियल आई एस 9537 : पार्ट 3 : 1983	19-10-2011

(1)	(2)	(3)	(4)	(5)
2.	7438480	मैसर्स श्री लक्ष्मी वुड इंडस्ट्रीज, उजेडिया रोड, एट तथा पी. ओ. महीयाल, ता. तालोड, डिस्ट्रिक्ट साबरकांठा-83215	वुडन फ्लश डोर शटर (सोलेड कोर टाईप) पार्ट 1 प्लाईवुड फेस पेनल आई एस 2202 : पार्ट 1 : 1999	05-10-2011
3.	7490482	मैसर्स मणीरत्ना आरनामेंट्स (आई) प्रा. लि., शॉपस नंबर 1, शंकरेश्वर काम्पलैक्स, वी पी रोड, डिस्ट्रिक्ट वलसाद-396001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी-शुद्धता एवं मुहरांकन आई एस 1417 : 1999	11-10-2011
4.	7627685	मैसर्स सुपर साल्ट्स प्रा. लिमिटेड, गाँव मगनाड, ता. जंबूसर, डिस्ट्रिक्ट भारूच-392150	आयोडाइज्ड साल्ट आई एस 7224 : 2006	04-10-2011
5.	7643279	मैसर्स मा फुड तथा बिबरेज, प्लॉट नंबर 11, मुनिकृपा राईस मिल के पास, बलदेव डोसा, आई हास्पिटल के सामने, जी आई डी सी, सानंद, अहमदाबाद	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर) आई एस 14543 : 2004	19-10-2011
6.	7805178	मैसर्स रीगल सिमेंट प्रा. लिमिटेड, सर्वे नंबर 68, प्लॉट नंबर 59-ए/1, पीपोदरा, जी आई डी सी ता. मंगरोल, सूरत	53 ग्रेड आर्डिनरी पोर्टलैंड सीमेंट आई एस 12269 : 1987	25-10-2011

[सं. सीएमडी/13:13]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 29th May, 2012

**S.O. 1923.**—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

**SCHEDULE**

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	3744467	M/s. Crown Industries Plot No. 6, Opp. Torrent Power Sub-Station, B/H Shahwadi Bus Stop, Narol, Ahmedabad-382405	Conduits for electrical installations : Part 3 rigid plain conduits of insulating materials IS 9537 : Part 3 : 1983	19-10-2011
2.	7438480	M/s. Shree Laxmi Wood Industries Ujediya Road, At. and P.O. Mahiyal, Tal. Talod, Distt : Sabarkantha-383215	Wooden flush door shutters (solid core type) : Part 1 plywood face panels IS 2202 : Part 1 : 1999	05-10-2011
3.	7490482	M/s. Maniratna Ornaments (I) Pvt. Ltd. Shop No. 1, Shankeshwar Complex, VP Road, Distt : Valsad-396001	Gold and gold alloys, jewellery/ artifacts - fineness and making - IS 1417 : 1999	11-10-2011

(1)	(2)	(3)	(4)	(5)
4.	7627685	M/s. Super Salts Pvt. Ltd. Village : Magnad, Taluka : Jambusar, Distt. : Bharuch-392150	Iodized salt IS 7224 : 2006	04-10-2011
5.	7643279	M/s. Maa Foods and Beverages Plot No. 11, Near Munikrupa Rice Mill, Opp. Baldev Dosa Eye Hospital, GIDC Sanand, Distt. : Ahmedabad	Packaged drinking water (other than packaged natural mineral water) — IS 14543 : 2004	19-10-2011
6.	7805178	M/s. Regal Cement Pvt. Ltd. Survey No. 68, Plot No. 59-A/1, Pipodra GIDC, TA : Mangrol. Distt. : Surat	53 grade ordinary portland cement IS 12269 : 1987	25-10-2011

[No. CMD/13:13]

T. B. NARAYANAN, Scientist 'F' &amp; Head

नई दिल्ली, 29 मई, 2012

**का.आ. 1924.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

**अनुसूची**

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3770973	01-11-2011	मैसर्स नोवल जवैल्स, यू-29, गोल्डन पार्क, आनंद महल रोड, अडाजन, सूरत-395001	स्वर्ण तथा स्वर्ण धातुओं के आभूषण शिल्पकारी-शुद्धता एवं मुहरांकन	1417	—	—	1999
2.	3771773	02-11-2011	मैसर्स शुभ एंटरप्राइस, 20, लक्ष्मी इंडस्ट्रियल एस्टेट, खेरालू रोड, विसनगर, मेहसाना-384315	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
3.	3771874	03-11-2011	मैसर्स श्री गोपीनाथ जवैल्स प्रा. लिमिटेड, शॉप नंबर 1-2, सूर्या शॉपिंग सैंटर, सेवाश्रम रोड, भारूच-392001	स्वर्ण तथा स्वर्ण धातुओं के आभूषण शिल्पकारी-शुद्धता एवं मुहरांकन	1417	—	—	1999
4.	3772371	04-11-2011	मैसर्स रोटोमैक पम्पस, प्लॉट नंबर 3055, फेस 3, छतराल जी आई डी सी एस्टेट, गांव छतराल, ता. कलोल, गांधीनगर-382729	सबमर्सिबल पम्पसैट	8034	—	—	2001

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	3772270	08-11-2011	मैसर्स शिवा इंजीनियर्स, 13, अरविंद एस्टेट, गांव प्रमुख पैलेस, आर जे किनरवाला के पास, बापूनगर, अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	—	—	2002
6.	3774779	09-11-2011	मैसर्स भवानी मार्केटिंग, 161, खाटोडारा, जी आई डी सी, सबजेल के पीछे, खाटोडारा टिंग रोड, सूरत-395002	पैकेजबंद पेयजल ( अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
7.	3773676	11-11-2011	मैसर्स जे डैलिश प्रोडक्ट्स, प्लॉट नंबर 803/ए/2, पटेल एयर टैम्प लिमिटेड, सोला सांतेज रोड, ता. कलोल, गांव रकनपुर, डिस्ट्रिक्ट गांधीनगर-372721	कवड इलैक्ट्रोड फार मैनयूल मैटल आर्क वैल्लिंग आफ कार्बन तथा कार्बन मैग्नेसीस स्टील	814	—	—	2004
8.	3773777	15-11-2011	मैसर्स शिव रत्ना इंडस्ट्रीज, मेधवी टिम्बर्स मार्केट, 66 के वी सब स्टेशन के पास, एट कमला, पोस्ट दाभन, खेडा नडियाड-387320	वुडन फ्लश डोर शटर ( सोलेड कोर टाईप) पार्ट 1 प्लाईवुड फेस पैनल	2202	1	—	1999
9.	3773474	15-11-2011	मैसर्स सरजू इमपैक्स लिमिटेड, प्लॉट नंबर जैड/13, दाहेज सेज लिमिटेड, सर्वे नंबर 596/पी, 602/पी, 603/पी, 604/पी, दाहेज, अंबेथा, वायगरा, डि. भारूच-392130	सिलंडर फार ओन बोर्ड स्टोरेज आफ काम्परेस्ड नेचुरल गैस एस फयूल फार आटोमोटिव व्हीकल	15490	—	—	2004
10.	3773575	15-11-2011	मैसर्स गुजरात इनसैक्टसाइड लिमिटेड, प्लॉट नंबर 805/806, जी आई डी सी इंडस्ट्रियल एस्टेट, भारूच, अंकलेश्वर-393002	क्लोरफाईरीफास इमलसीफाएबल कंसट्रेंट	8944	—	—	1978
11.	3774577	16-11-2011	मैसर्स एम बी एच पम्पस ( गुज. ) प्रा. लिमिटेड, 14, जी आई डी सी नरोडा इंडस्ट्रियल एस्टेट, नरोडा, अहमदाबाद-382330	ओपनवैल सबमर्सिबल पम्पसैट	14220	—	—	1994
12.	3774476	17-11-2011	मैसर्स गरुड सिमेंट प्रोडक्ट्स, नंबर 76, जी आई डी सी इंडस्ट्रियल एस्टेट, फेस 1, एफ रोड, वटवा, अहमदाबाद-382445	प्रीकास्ट कंक्रीट पाइप ( विद तथा विदाउट रिइनफोर्समेंट)	458	—	—	2003

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	3775074	17-11-2011	मैसर्स शिवसागर बिबरेज, 6/7, प्रभु एस्टेट, जय माताजी कम्पाउंड, एट गांव चांगोदर, ता. सानंद, डि. अहमदाबाद	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
14.	3776682	23-11-2011	मैसर्स खोडियार ज्वैलर्स डी/16, राजलक्ष्मी सोसाइटी, अभिलाषा चार रस्ता, न्यू सामा रोड, वडोदरा-390002	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषण शिल्पकारी—शुद्धता एवं मुहरांकन	1417	—	—	1999
15.	3776783	23-11-2011	मैसर्स शुभम ज्वैलर्स 39,460 पारसनगर, पार्ट 3, सोला रोड, नारायणपुरा, अहमदाबाद-380013	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषण शिल्पकारी—शुद्धता एवं मुहरांकन	1417	—	—	1999
16.	3777280	23-11-2011	मैसर्स श्री अंबिका जीओटैक्स प्रा. लिमिटेड, 15, सैजपुर शाहवाड़ी रोड, सैजपुर गोपालपुर, नारोल, अहमदाबाद-382405	टैक्सटाईल टारपोलिनस मेड फ्राम हाई डेंसिटी पोलथिलीन वोवन फैब्रिक	7903	—	—	2005
17.	3770266	23-11-2011	मैसर्स शिल्पी एंटरप्राइसिस प्रा. लिमिटेड, यूनिट II, सर्वे नंबर 316/5, तारापुर मार्ग, रीवरसाईड स्कूल के पास, एयरपोर्ट रोड के सामने, सी एस डी डिपो के पास, गांव हंसोल, अहमदाबाद-380003	पैकेज्ड नेचुरल मिनरल वाटर	13428	—	—	2005
18.	3777583	24-11-2011	मैसर्स मित्तल स्टील इंडस्ट्रीज, प्लॉट नंबर 1, ब्लॉक नंबर 382, चांगोदर इंडस्ट्रियल एस्टेट, त्रिवेणी मार्बल लेन, सरखेज बावला हाईवे, चांगोदर, अहमदाबाद-382213	कार्बन स्टील कास्ट बिलैट इनगोट्स, बिलैट बलूम तथा स्लैब फार रि रोलिंग इंटू स्टील फार जनरल स्ट्रक्चरल परपस	2830	—	—	1992

[सं. सीएमडी/13:11]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 29th May, 2012

**S.O. 1924.**—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name and Address of the party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3770973	01-11-2011	M/s. Novel Jewels U-29, Golden Park, Anand Mahal Road, Adajan, Surat-395001	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	3771773	02-11-2011	M/s. Shubh Enterprise 20, Laxmi Industrial Estate, Kheralu Road, Visnagar, Mahesana-384315	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
3.	3771874	03-11-2011	M/s. Shree Gopinath Jewellers Pvt. Ltd. Shop No. 1-2, Surya Shopping Centre, Sevashram Road, Bharuch-392001	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
4.	3772371	04-11-2011	M/s. Rotomech Pumps Plot No. 3055, Phase-3, Chhatral GIDC Estate, Village Chhatral, Taluka- Kalok, Gandhinagar-382729	Submersible pumpsets	8034	-	-	2002
5.	3772270	08-11-2011	M/s. Shiva Engineers 13, Arvind Estate, Near Pramukh Palace, Near R.J. Kinariwala, Bapunagar, Ahmedabad-380025	Submersible pumpsets	8034	-	-	2002
6.	3774779	09-11-2011	M/s. Bhavani Marketting 161, Khatodara GIDC, Behind Subjail, Khatodara Ting Road, Surat-395002	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
7.	3773676	11-11-2011	M/s. J Dalishh Products Plot No. 803/A/2, Near Patel Air Temp. Ltd. Sola-Santej Road, Tal Kalol, Vill. Rakanpur, Distt. : Gandhinagar-372721	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel	814	-	-	2004
8.	3773777	15-11-2011	M/s. Shiv Ratna Industries Meghavi Timbers Market, Near 66KV Sub Station, At. Kamla, Post Dabhan Kheda, Nadiad-387320	Wooden flush door shutters (solid core type)	2202	1	-	1999
9.	3773474	15-11-2011	M/s. Sarju Impex Limited Plot No. Z/13, Dahez Sez Ltd., Survey No. 596/P 602/P, 603/P, 604/P, Dahez, Ambhetha, Vagra Dist Bharuch-392130	Cylinders for on-board storage of compressed natural gas as a fuel for automotive vehicles	15490	-	-	2004
10.	3773575	15-11-2011	M/s. Gujarat Insecticides Ltd. Plot No. 805/806, GIDC Industrial Estate, Bharuch Ankleshwar-393002	Chlorpyrifos emulsifiable concentrates	8944	-	-	1978
11.	3774577	16-11-2011	MBH Pumps (Guj) Pvt. Ltd. 14, GIDC Naroda Industrial Estate, Naroda,	Openwell submersible pumpsets	14220	-	-	1994

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
			Ahmedabad-382330					
12.	3774476	17-11-2011	Garud Cement Products Plot No. 76, GIDC Industrial Estate, Phase 1, F Road, Vatwa, Ahmedabad-382445	Precast concrete pipes (with and without reinforcement)	458	-	-	2003
13.	3775074	17-11-2011	M/s. Shivsagar Beverages 6/7, Prabhu Estate, Jai Mataji Compound, At. Village Changodar, Tal. Sanand, Dist. Ahmedabad	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
14.	3776682	23-11-2011	M/s. Khodiyar Jewellers D/16, Rajlaxmi Society, Abhilasha Char Rasta, New Sama Road, Vadodara-390002	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
15.	3776783	23-11-2011	Subham Jewellers 39, 460 Parasnagar, Part 3, Sola Road, Naranpura, Ahmedabad-380013	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
16.	3777280	23-11-2011	M/s. Shree Ambica Geotex Pvt. Ltd. 15, Saijpur Shahwadi Road, Saijpur Gopalpur, Narol, Ahmedabad-382405	Textiles-tarpaulins made from high density polyethylene woven fabric	7903	-	-	2005
17.	3770266	23-11-2011	M/s. Sheelpe Enterprises Pvt. Ltd. Unit II, Survey No. 316/5, Tarapore Marg, Near Riverside School, Opp Airport Road, Near C.S.D. Depot, Village Hansol, Ahmedabad-380003	Packaged natural mineral water	13428	-	-	2005
18.	3777583	24-11-2011	Mittal Steel Industries Plot No. 1, Block No. 382, Changodar Industrial Estate, Triveni Marble Lane Sarkhej-Bavla Highway, Changodar, Ahmedabad-382213	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	-	-	1992

[No. CMD/13 : 11 ]

T. B. NARAYANAN, Scientist 'F' &amp; Head

नई दिल्ली, 29 मई, 2012

**का.आ. 1925.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

## अनुसूची

क्र. सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	7574892	मैसर्स पैरागान प्लास्टिक इंडस्ट्रीज, 102/1, जी आई डी सी, मकरपुरा, वडोदरा	अनप्लास्टिसाइज्ड पी वी सी पाइप्स फार पोटेबल वाटर सप्लाईस आई एस 4985 : 2000	03-11-2011
2.	7635482	मैसर्स शिलवी ज्वैल्स प्रा. लिमिटेड, 20, जी एफ सुपरमाल, लाल बंगला के पास, सी जी रोड, नवरंगपुरा, अहमदाबाद-380 006	स्वर्ण तथा स्वर्ण धातुओं के आभूषण शिल्पकारी-शुद्धता एवं मुहरांकन आई एस 1417 : 1999	23-11-2011

[सं. सीएमडी/13:13]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 29th May, 2012

**S.O. 1925.**—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

## SCHEDULE

Sl. No.	Licence No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	7574892	Paragon Plastic Industries 102/1, GIDC, Makarpura, Vadodara	Unplasticized PVC Pipes for potable water supplies IS 4985 : 2000	03-11-2011
2.	7635482	Shilvi Jewelles Pvt. Ltd. 20, G.F. Supermall, Nr. Lal Banglow, C.G. Road, Navrangpura, Ahmedabad-380 006	Gold and gold alloys jewellery/ artifacts - fineness and making - IS 1417 : 1999	23-11-2011

[No. CMD/13:13]

T. B. NARAYANAN, Scientist 'F' &amp; Head

नई दिल्ली, 29 मई, 2012

**का.आ. 1926 .**—भारतीय मानक ब्यूरो (प्रमाणन) नियम, 1988 के विनियम (4) के उप-नियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3779890	01-12-2011	मैसर्स जीवनधारा इंडस्ट्रीज, ब्लाक नंबर 32, एट गोविंदपुरा, गांव सानखेडा, ता. सानखेडा, डि. वडोदरा-391135	प्रीकास्ट कंक्रीट पाइप (विद तथा विदाउट रिइन्फोर्समेंट)	458	—	—	2003

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	3780269	02-12-2011	मैसर्स टिंबर होम लिमिटेड, यू-2, प्लॉट नंबर 401-402, जी आई डी सी, अमरेठ, आनंद-388220	बुडन फ्लश डोर शटर (सोलेड कोर टाईप)	2202	1	—	1999
3.	3780370	02-12-2011	मैसर्स रिलायंस रबर इंडस्ट्रीज, शैड नंबर सी-1/602, जी आई डी सी, सारिगाम, डि वलसाद-396155	आटोमोटिव व्हीकल - ट्यूब्स फार न्यूमैटिक टायर	13098	—	—	1991
4.	3780976	03-12-2011	मैसर्स धीरज वाटर इंडस्ट्रीज, 3/डी के इंडस्ट्रियल एस्टेट, ओल्ड पेट्रोल पम्प के पीछे, बी आर टी एस रोड, उधना, सूरत-394210	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
5.	3784681	03-12-2011	मैसर्स सत्या वाटर, 295, मनीषा सोसाइटी, गांव कोसाड, ता चोयाशी, सूरत, कोसाड-394107	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
6.	3781069	05-12-2011	मैसर्स फलोरा वाटर, प्लॉट नंबर 3/ए, शैड नंबर 4 एण्ड 5, भाटेना इंडस्ट्रियल एस्टेट-1, अंजना सूरत-395002	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
7.	3780572	05-12-2011	मैसर्स सुपर टैक एग्रो इंडस्ट्रीज, सर्वे नंबर 106/107 पी, ब्लाक नंबर 109, एट तथा पोस्ट अनासन, नरोडा देहगाम रोड, ता दसकरोई, डि अहमदाबाद-382330	पावर थ्रेशर सेफ्टी रिक्वायरमेंट्स	9020	—	—	2002
8.	3780875	05-12-2011	मैसर्स आईडल फुडस तथा बिजनेस, बाबा दीपसिंह नगर, एन एच नंबर 08, एच पी पेट्रोल पम्प, VI-हलदर, भारुच	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	—	—	2004
9.	3785481	07-12-2011	मैसर्स पुष्कर इंडस्ट्रीज, ब्लाक नंबर 87/1, पुष्कर एस्टेट, वासो अलिंदरा रोड, गांव शीहोलडी खेडा, वासो-387380	हाई प्रेशर सोडियम वेपर लैम्पस	9974	1	—	1981
10.	3781574	07-12-2011	मैसर्स आर आर केबल लिमिटेड, आर एस नंबर 201, 202/1, 202/2, 203 तथा 327/3, खांडा रोड, वाघोडिया वडोदरा-391760	क्रासलिकड पोलीथलीन इंसुलटिड पी वी सी शीथड केबल	7098	1	—	1988

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11.	3782172	08-12-2011	मैसर्स पाटीदार फुड्स तथा बिबरेज, खोडियार नगर रोड, लांभा गाम, अहमदाबाद-382405	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
12.	3781473	08-12-2011	मैसर्स जे आर शाह तथा कम्पनी, टारगोल पाटिया, सूर्यागाम, गाँव सूर्या, ता सानखेडा, वडोदरा	प्रीकास्ट कांक्रीट पाइप (विद तथा विदाउट रेनिफोर्समेंट)	458	—	—	2003
13.	3782273	12-12-2011	मैसर्स गुजरात अलकलीस तथा कैमिकल्स लिमिटेड, एट. तथा पोस्ट दाहैज, ता वागरा, भारुच-392130	बलीचिंग पाउडर स्टेबल	1065	—	—	1989
14.	3782475	12-12-2011	मैसर्स जैनसन विनियर्स प्लाई, सर्वे नंबर-475/पी-8, 14, 6, 13, बिपीको इंडस्ट्रीज के सामने, बिलोमोरा चिखली रोड, एट. नंदारखा, डि. नवसारी-396325	बुडन फलश डोर शटर (सोलेड कोर टाईप)	2202	1	—	1999
15.	3782677	13-12-2011	मैसर्स दुर्गा पैस्टिसाईड्स तथा कैमिकल्स, प्लाट नंबर 901, केराला इंडस्ट्रियल एस्टेट, बावला के पास, केराला, अहमदाबाद-382220	मैलेथियन डस्टिंग पाउडर	2568	—	—	1978
16.	3782778	13-12-2011	मैसर्स मैक्सवैल इंजिनियर्स, सी-1/1215, गायत्री मंदिर रोड, फेस IV, जी आई डी सी, नरोडा, अहमदाबाद-382330	ओपनवैल सबमर्सिबल पम्पसैट	14220	—	—	1994
17.	3782879	13-12-2011	मैसर्स वाटरफरेर्स पम्पस, 7, वेदांत प्रभा एस्टेट, किरण मोटर के पीछे कम्पाउंड, सरखेज सानंद रोड, अहमदाबाद-382210	सबमर्सिबल पम्पसैट	8034	—	—	2002
18.	3783275	15-12-2011	मैसर्स गनेबो इंडिया प्रा. लिमिटेड, प्लाट नंबर 1302-1306, जी आई डी सी इंडस्ट्रियल एस्टेट, चांपानेर रोड, पंचमहल, हलोल-389350	फायर एक्सटिंग्विशर 50 कैपेसिटी व्हील मार्टिड वाटर टाईप (गैस कार्टरिज)	13385	—	—	1992
19.	3783376	16-12-2011	मैसर्स चारू जवैल्स जी 1, यूनियन स्क्वेयर, गोड डोड रोड, सूरत-395007	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
20.	3783679	16-12-2011	मैसर्स हाई-टेक रबर इंडस्ट्रीज, प्लॉट नंबर 3110, जीआईडीसी, सारीगाम, ता उमरगाम, वलसाद, सारीगाम-396155	आटोमोटिव विहीकल - टयूबस फार न्यूमैटिक टायर	13098	—	—	1991
21.	3783780	19-12-2011	मैसर्स टी सी एस रबर इंडस्ट्रीज, 6/ए, ब्लॉक नंबर 95, त्रिमूल एस्टेट, साबर टाईलस के सामने, खतराज, ता कलोल, गांधीनगर-382721	आटोमोटिव विहीकल - टयूबस फार न्यूमैटिक टायर	13098	—	—	1991

[सं. सीएमडी/13:11]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 29th May, 2012

**S.O. 1926.**—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name and Address of the party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3779890	01-12-2011	M/s Jivandhara Industries Block No. 32, At. Govindpura, Village Sankheda, Tal Sankheda, Dist. Vadodara-391135	Precast concrete pipes (with and without reinforcement)	458	-	-	2003
2.	3780269	02-12-2011	M/s Timbor Home Ltd. U-2, Plot No. 401-402, G.I.D.C. Umreth, Anand-388220	Wooden flush door shutters (solid core type)	2202	1	-	1999
3.	3780370	02-12-2011	Reliance Rubber Industries Shed No. C-1/602, G.I.D.C. Sarigam, Dist. Valsad-396155	Automotive vehicles - tubes for pneumatic tyres	13098	-	-	1991
4.	3780976	03-12-2011	M/s Deeraj Water Industries 3/D.K. Industries Estate, Behind Old Petrol Pump, Brts Road Udhna, Surat-394210	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
5.	3784681	03-12-2011	M/s. Satya Water 295, Manisha Society, Village Kosad, Taluka Choyashi, Surat, Kosad-394107	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
6.	3781069	05-12-2011	M/s. Flora Water Plot No. 3/A, Shed No. 4 & 5, Bhatena Industrial Estate-1, Anjana, Surat-395002	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
7.	3780572	05-12-2011	M/s. Super Tech Agro Industries Survey No. 106/107P, Block No. 109, AT. & Post Anasan, Naroda-Dehgam Road, TA Daskroi, Dist. Ahmedabad-382330	Power Thresher- safety requirements	9020	-	-	2002
8.	3780875	05-12-2011	M/s. Ideal Foods & Beverages Baba Dipsingh Nagar, N.H. NP08, Near H.P. Petrol Pump, VI-Haldar, Bharuch	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
9.	3785481	07-12-2011	M/s. Pushkar Industries Block No. 87/1, Puskar Estate, Vaso Alindra Road, Village Shiholdi Kheda, Vaso-387380	High pressure sodium vapour lamps	9974	1	-	1981
10.	3781574	07-12-2011	M/s. R. R. Kabel Limited R.S. No. 201, 202/1, 202/2, 203 and 327/3, Khanda Road, Waghodia, Vadodara-391760	Crosslinked polyethylene insulated PVC sheathed cables	7098	1	-	1988
11.	3782172	08-12-2011	M/s. Patidar Foods and Beverages Khodiyar Nagar Road, Lambha Gam, Dist. Ahmedabad-382405	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
12.	3781473	08-12-2011	M/s. J. R. Shah & Company Targol Patia, Suryagam, Village-Surya, Taluka Sankheda, Vadodara	Precast concrete pipes (with and without reinforcement)	458	-	-	2003
13.	3782273	12-12-2011	Gujarat Alkalies and Chemicals Ltd. At. & Post Dahej, Taluka Vagra, Bharuch-392130	Bleaching powder, stable	1065	-	-	1989
14.	3782475	12-12-2011	M/s. Jenson Veneers Ply Survey No. 475/P-8, 14, 6, 13, Opp. Bipico Industries, Bilimora Chikhli Road, At. Nandarkha, Dist. Navsari-396325	Wooden flush door shutters (solid core type)	2202	1	-	1999
15.	3782677	13-12-2011	Durga Pesticides and Chemicals Plot No. 901, Kerala Industrial Estate, Nr. Bavla, Kerala, Ahmedabad-382220	Malathion dusting powders	2568	-	-	1978

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
16.	3782778	13-12-2011	M/s. Maxwell Engineers C-1/1215, Gayatri Mandir Road, Phase IV, G.I.D.C., Naroda, Ahmedabad-382330	Openwell submersible pumpsets	14220	-	-	1994
17.	3782879	13-12-2011	M/s Waterforce Pumps 7, Vedant Prabha Estate, Behind Kiran Motor Compound, Sarkhej-Sanand Road, Ahmedabad-382210	Submersible pumpsets	8034	-	-	2002
18.	3783275	15-12-2011	Gunnebo India Private Limited Plot No. 1302-1306, GIDC Industrial Estate, Champaner Road, Panchmahal, Halol-389350	Fire extinguisher 50 capacity wheel mounted water type (gas cartridge)	13385	-	-	1992
19.	3783376	16-12-2011	M/s Charu Jewels G-1, Union Squire, Ghod-Dod Road, Surat-395007	Gold and gold alloys, Jewellery/ artefacts—fineness and marking	1417	-	-	1999
20.	3783679	16-12-2011	M/s Hi-Tec Rubber Industries Plot No. 3110, G.I.D.C., Sarigam Tal Umargam, Valsad, Sarigam-396155	Automotive vehicles- tubes for pneumatic tyres	13098	-	-	1991
21.	3783780	19-12-2011	M/s TCS Rubber Industries 6/A, Block No. 95, Trimul Estate, Opp Sabar Tiles, Khatraj Ta Kalol, Gandhinagar-382721	Automotive vehicles- tubes for pneumatic tyres	13098	-	-	1991

[No. CMD/13 : 11]

T. B. NARAYANAN, Scientist 'F' &amp; Head

नई दिल्ली, 29 मई, 2012

**का.आ. 1927.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

**अनुसूची**

क्र. सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	7538282	मैसर्स हिल्टन हैल्थ केयर इनस, जी-1, जामजाम पार्क, दहेज बाय पास रोड, करमाड, मनूबार क्रासिंग रोड, नर्मदा आई पी सी एल के पास, डि-भारूच-392001	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर) आई एस 14543 : 2004	08-12-2011

(1)	(2)	(3)	(4)	(5)
2.	3618765	मैसर्स माताजी बिबरेज, वीट फैक्टरी तथा राईस मिल कम्पाउंड, वायस स्टेशन के पीछे, एन एच नम्बर 8, एट तथा पी ओ पोर, वडोदरा-391243	पैकेजबंद पेयजल ( अदर दैन पैकेज्ड नेचुरल मिनरल वाटर) आई एस 14543 : 2004	27-12-2011

[ सं. सीएमडी/13:13 ]

टी. बी. नारायणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 29th May, 2012

**S.O. 1927.**—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

**SCHEDULE**

Sl. No.	Licence No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	7538282	M/s. Hilton Health Care Inc, G-1, Zamzam Park, Dahej By Pass Road, Karmad Manubar Crossing Road, Nr. Narmada IPCL, Distt : Bharuch-392001	Packaged drinking Water (other than Packaged nautral Mineral water) IS 14543 : 2004	08-12-2011
2.	3618765	M/s. Mataji Beverages Wheat Factory and Ricemill Compound, B/H Bys Station, N.H. No. 8, AT and Po POR, Vadodara-391243	Packaged drinking Water (other than Packaged nautral Mineral water) IS 14543 : 2004	27-12-2011

[No. CMD/13:13]

T. B. NARAYANAN, Scientist 'F' &amp; Head

नई दिल्ली, 30 मई, 2012

**का.आ. 1928 .**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

**अनुसूची**

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 10101 : 2012 /आई एस ओ 3297 : 2007 सूचना एवं प्रलेखन - अन्तर्राष्ट्रीय मानक श्रृंखला संख्या (आई एस एस एन) (दूसरा पुनरीक्षण)	—	31 मई, 2012
2.	आई एस 12879 (भाग 1) : 2012/आई एस ओ 3272-1 : 2003 तकनीकी ड्राइंग और अन्य ड्राइंग कार्यालय प्रलेख की माइक्रोफिल्मिंग - भाग 1 : प्रचालन विधियाँ (प्रथम पुनरीक्षण)	—	31 मई, 2012

(1)	(2)	(3)	(4)
3.	आई एस 15963 (भाग 1) : 2012/आई एस ओ 12647-1 : 2004 ग्राफिक तकनीकी - हॉफ-टोन कलर पृथक्करण, प्रूफ एवं उत्पादन प्रिंट के उत्पादन हेतु प्रक्रिया नियंत्रण - भाग 1 : पैरामीटर एवं मापन पद्धति	—	31 मई, 2012
4.	आई एस 15963 (भाग 2) : 2012/आई एस ओ 12647-2 : 2004 ग्राफिक तकनीक - हॉफ-टोन कलर पृथक्करण, प्रूफ एवं उत्पादन प्रिंट के उत्पादन हेतु प्रक्रिया नियंत्रण - भाग 2 : ऑफसेट लिथोग्राफिक प्रक्रियाएं	—	31 मई, 2012
5.	आई एस 15963 (भाग 3) : 2012/आई एस ओ 12647-3 : 2005 ग्राफिक तकनीकी - हॉफ-टोन कलर पृथक्करण, प्रूफ एवं उत्पादन प्रिंट के उत्पादन हेतु प्रक्रिया नियंत्रण - भाग 3 : न्यूजप्रिंट हेतु कोल्डसेट ऑफसेट लिथोग्राफिक	—	31 मई, 2012
6.	आई एस 15963 (भाग 4) : 2012/आई एस ओ 12647-4 : 2005 ग्राफिक तकनीकी - हॉफ-टोन कलर पृथक्करण, प्रूफ एवं उत्पादन प्रिंट के उत्पादन हेतु प्रक्रिया नियंत्रण - भाग 4 : प्रकाशन नक्काशी प्रिंटिंग	—	31 मई, 2012
7.	आई एस 15963 (भाग 5) : 2012/आई एस ओ 12647-5 : 2001 ग्राफिक तकनीकी - हॉफ-टोन कलर पृथक्करण, प्रूफ एवं उत्पादन प्रिंट के उत्पादन हेतु प्रक्रिया नियंत्रण - भाग 5 : स्क्रीन प्रिंटिंग	—	31 मई, 2012
8.	आई एस 15963 (भाग 6) : 2012/आई एस ओ 12647-6 : 2006 ग्राफिक तकनीक - हॉफ-टोन कलर पृथक्करण, प्रूफ एवं उत्पादन प्रिंट के उत्पादन हेतु प्रक्रिया नियंत्रण - भाग 6 : फ्लेक्सोग्राफिक प्रिंटिंग	—	31 मई, 2012

इन मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एम एस डी/जी-8 अधिसूचना]

निर्मल कुमार पाल, वैज्ञानिक 'एफ' एवं प्रमुख (प्रबन्ध एवं तंत्र विभाग)

New Delhi, the 30th May, 2012

**S. O. 1928.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are give in the Schedule hereto annexed has been established on the date indicated against each :—

**SCHEDULE**

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established or date of establishment
(1)	(2)	(3)	(4)
1.	IS 10101 : 2012/ISO 3297 : 2007 Information and Documentation - International Standard Serial Number (ISSN) (Second Revision)	—	31 May 2012
2.	IS 12879 (Part 1) : 2012/ISO 3272-1 : 2003 Microfilming of technical drawings and other drawing office documents—Part 1 : Operating procedures (First Revision)	—	31 May 2012
3.	IS 15963 (Part 1) : 2012/ISO 12647-1 : 2004 Graphic technology—Process control for the production of half-tone colour separations, proofs and production prints - Part 1 : Parameters and measurement methods	—	31 May 2012
4.	IS 15963 (Part 2) : 2012/ISO 12647-2 : 2004 Graphic technology—Process control for the production of half-tone colour separations, proofs and production prints - Part 2 : Offset lithographic processes	—	31 May 2012
5.	IS 15963 (Part 3) : 2012/ISO 12647-3 : 2005 Graphic technology—Process control for the production of half-tone colour separations, proofs and production prints - Part 3 : Coldset offset lithography on newsprint	—	31 May 2012
6.	IS 15963 (Part 4) : 2012/ISO 12647-4 : 2005 Graphic technology—Process control for the production of half-tone colour separations, proofs and production prints - Part 4 : Publication gravure printing	—	31 May 2012
7.	IS 15963 (Part 5) : 2012/ISO 12647-5 : 2001 Graphic technology—Process control for the production of half-tone colour separations, proofs and production prints - Part 5 : Screen printing	—	31 May 2012
8.	IS 15963 (Part 6) : 2012/ISO 12647-6 : 2006 Graphic technology—Process control for the production of half-tone colour separations, proofs and production prints - Part 6 : Flexographic printing	—	31 May 2012

Copies of the above Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref :MSD/ G-8 Notification]

NIRMAL KUMAR PAL, Scientist 'F' & Head (Management & Systems Department)

नई दिल्ली, 30 मई, 2012

**का.आ. 1929** .—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक (कों) में संशोधन किया गया/किये गये हैं :—

**अनुसूची**

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	स्थापित तिथि
1.	आई एस 7983 : 1994 शौचालय साफ करने को द्रव्य पदार्थ – विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या नं. 1, दिसंबर 2011	31 दिसंबर 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाहजफर मार्ग, नई दिल्ली-110092, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नगपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ: सीएचडी 27/आईएस 7983]

डॉ. (श्रीमती) विजय मलिक, वैज्ञानिक 'एफ' एवं प्रमुख (पी सी डी एवं सी एच डी)

New Delhi, the 30th May, 2012

**S.O. 1929** .—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued :

**SCHEDULE**

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1.	IS 7983 : 1994 Toilet Cleaner, Liquid Specification (first revision)	Amendment No. 1 December 2011	31 December 2011

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bhadur Shah Jafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram. On line purchase of Indian standard can be made at :<http://www.standardsbis.in>.

[Ref : CHD 25/IS 7983]

Dr. (Mrs.) VIJAY MALIK, Scientist 'F' &amp; Head (PCD &amp; CHD)

**( खाद्य और सार्वजनिक वितरण विभाग )**

नई दिल्ली, 30 मई, 2012

**का.आ. 1930** .—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारिवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. केन्द्रीय भण्डारण निगम,  
केन्द्रीय भंडारगृह,  
जनता रोड, सहारनपुर-1,  
उत्तर प्रदेश-247001

[सं. ई-11011/1/2008-हिन्दी]

गिरीश शंकर, संयुक्त सचिव



**(Department of Food and Public Distribution)**

New Delhi, the 30th May, 2012

**S.O. 1930.**—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office under the administrative control of the Ministry of Consumer Affairs, Food and Public Distribution (Deptt. of Food and Public Distribution), where of more than 80% of staff has acquired the working knowledge of Hindi.

Central Warehousing Corporation,  
Central Warehouse,  
Janta Road,  
Saharanpur-1,  
U.P.-247001

[No. E-11011/1/2008-Hindi]  
GIRISH SHANKAR, Jt. Secy.

नई दिल्ली, 30 मई, 2012

**का.आ. 1931 .**—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. केन्द्रीय भण्डारण निगम,  
केन्द्रीय भंडारगृह,  
कुक्डा रोड, मुजफ्फरनगर,  
उत्तर प्रदेश

[सं. ई-11011/1/2008-हिन्दी]  
गिरीश शंकर, संयुक्त सचिव

New Delhi, the 30th May, 2012

**S.O. 1931 .**—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office under the administrative control of the Ministry of Consumer Affairs, Food and Public Distribution (Deptt. of Food and Public Distribution), where of more than 80% of staff has acquired the working knowledge of Hindi.

Central Warehousing Corporation,  
Central Warehouse,  
Kukda Road,  
Muzaffarnagar,  
U.P.

[No. E-11011/1/2008-Hindi]  
GIRISH SHANKAR, Jt. Secy.

**श्रम और रोजगार मंत्रालय**

नई दिल्ली, 7 मई, 2012

**का.आ. 1932.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33A के अनुसरण में, केन्द्रीय सरकार चीफ जर्नल मैनेजर, टेलीकाम फैक्ट्री बी. एस. एन.एल. देवनार के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.1 मुम्बई के पंचाट (संदर्भ सं. सी.जी. आई.टी. 1/62 आफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2012 को प्राप्त हुआ था।

[सं. एल-42025/03/2012-आई आर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 7th May, 2012

**S.O. 1932.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), Complain under Section 33-A the Central Government hereby publishes the Award (Ref. No. 1/62 of 2003) of the Central Government Industrial Tribunal, No.1 Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the Chief General Manager, Telecom Factory BSNL, Deonar and their workmen, which was received by the Central Government on 7-5-2012.

[No. L-42025/03/2012-IR (D U)]

RAMESH SINGH, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.1, MUMBAI****JUSTICE G. S. SARRAF, Presiding Officer****Complaint No. CGIT-1/4 OF 2004**

(Arising out of Ref. No. CGIT-1/62 of 2003)

**Parties :** National Federation of Telecom

Employees B.S.N.L. Union .... Complainant

**Vs.**

Chief General Manager

Telecom Factory

B.S.N.L.

Deonar, Mumbai

.....Opposite Party

**APPEARANCES:**

For the complainant : Sri J.P. Sawant, Adv.

For the opp. party : Sri.M. B. Anchan, Adv.

State : Maharashtra

Mumbai, dated the 11th day of April 2012

**AWARD**

The complainant has filed this complaint under Section 33-A of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act')

According to the complaint the Central Government by its order dt.31-10-2003 referred the industrial dispute that existed between the workmen represented by the complainant union and the opposite party for adjudication to this Tribunal and the schedule was that whether the action of the management of Telecom factory, Deonar, Mumbai in discontinuing the transport allowance w.e.f. 31-10-2001 to its employees without following any legal provisions was legal and just or not and to what relief the workmen were entitled? During the pendency of the above proceeding in this Tribunal (Ref. No. CGIT-1/62 of 2003) the opposite party issued a notice dt.31-3-2004 whereby the subsidised bus transport facility available to the workmen was also discontinued w.e.f.1-5-2004. It has been stated in the complaint that the opposite party has sought the above change in the conditions of service of the workmen concerning the industrial dispute under adjudication without permission of this Tribunal in order to frustrate the interest of the workmen and in order to force the workmen to surrender their claim for transport allowance as well as transport facility and thus the opposite party has contravened the provisions of Section 33 of the Act. The opposite party has filed written statement wherein it has stated that this complaint filed by the NFTE, BSNL union is liable to be rejected summarily on the ground that the union has no locus standi to file the above complaint and to represent the matter before this Tribunal. According to the written statement the main reference is pertaining to the discontinuity of the transport allowance w.e.f. 31-10-2001 to commuters availing subsidised transport facility and the present complaint is with regard to discontinuity of subsidised transport facility w.e.f.1-5-2004 and both the issues are distinct and separate and, therefore, there is no violation of the provisions of Section 33 of the Act. Moreover, out of 1,155 total employees only 268 were availing the said facility. Since the Deonar area was fully developed and the public transport was easily available as such the opposite party was not bound to provide transport facility to a fraction of the employees. The opposite party has, therefore, prayed that the complaint be dismissed.

Following issues have been framed.

1. Whether the opponent management has contravened the provisions of Section 33 of the Industrial Disputes Act. 1947 by issuing the notice dated 31-3-2004 for discontinuation of subsidised bus transport facility w.e.f.1st May, 2004 during the pendency of adjudication proceedings in reference no.CGIT-1/62 of 2003?

2. What orders?

The complainant has filed affidavit of A.G. Kamble, Circle Secretary of the union who has been cross-examined by learned counsel for the opposite party and the opposite party has filed the affidavit of Rajmani Mishra, AGM (Administration) Telecom Factory, BSNL, Deonar, Mumbai who has been cross examined by learned counsel for the complainant.

Heard Shri Jai parakash Sawant, learned counsel for the complainant and Shri.M.B.Anchan learned counsel for the opposite party.

**ISSUE No. 1:** Section 33 of the Act says that during the pendency of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding.

It is not disputed that the Central Government referred the industrial dispute that existed between the workmen represented by the complainant union and the opposite party for adjudication to this Tribunal and the schedule was that whether the action of the management of Telecom Factory, Deonar, Mumbai in discontinuing the transport allowance w.e.f.31-10-2001 to its employees without following any legal provisions was legal and justified. It is also not disputed that the above dispute was referred to this Tribunal by the Central Government by order dt. 31-10-2003 and the Ref. No.CGIT-1/62 of 2003 came to be decided on 21-11-2006 and when the above reference was pending before this Tribunal the opposite party by notice dt.31-3-2004 discontinued the subsidised bus transport facility available to the workmen w.e.f.1-5-2004. The witness of the opposite party Rajamani Mishra has admitted that the transport facility was available to the workmen from the year 1968.

I have absolutely no doubt that the withdrawal of the subsidised bus transport facility available to the workmen was a matter connected with the dispute regarding discontinuity of the transport allowance pending in this Tribunal in reference no. CGIT-1/62 of 2003 and the opposite party thereby altered, to the prejudice of the workmen, the conditions of service applicable to them immediately before the commencement of the above proceeding.

It is thus clear that the opposite party has contravened the provisions of Section 33 of the Act by issuing the notice dt. 31-3-2004 for discontinuity of the subsidised bus transport facility w.e.f.1-5-2004 during the pendency of the proceeding in reference no. CGIT-1/62 of 2003.

The issue is, therefore, decided in favour of the complainant.

**ISSUE No. 2:** The notice dt 31-3-2004 issued by the opposite party for discontinuity of the subsidised bus transport facility w.e.f. 1-5- 2004 is set aside as being inoperative and invalid.

Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 8 मई, 2012

**का.आ. 1933.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2ए(2) के अनुसरण में, केन्द्रीय सरकार चैयरमैन-कम मैनेजिंग ड्राइरेक्टर मै. ड्रेजिंग कारपोरेशन आफ इण्डिया लि. विशाखापटनम एण्ड अदर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ सं. एल.आई.सी.डी.130/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-5-2012 को प्राप्त हुआ था।

[ सं. एल-42025/03/2012-आई आर (डीयू) ]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 8th May, 2012

**S.O. 1933.**—In pursuance of Section 2A(2) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LCID 130/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of the Chairman-cum-Managing Director M/s. Dredging Corporation of India Vishakhapatnam and Others and their workmen, which was received by the Central Government on 8-5-2012.

[No. L-42025/03/2012-IR (D U)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT AT HYDERABAD

**Present : Shri Ved Prakash Gaur,** Presiding Officer

Dated the 25th day of November, 2010

**Industrial Dispute L.C. No. 130/2004**

[Old I. T. I. D. (C) No. 10/2003 Trasferred from Industrial Tribunal -cum- Labour Court, Visakhapatnam]

**Between :**

Sri K. A. Ramaswamy,  
D. No. 27/6 Ayodhyanagar,  
Plot No. MIG 127, Madhurawada,  
Visakhapatnam.

.... Prtitioner

**AND**

1. The Chairman-cum-Managing Director,  
M/s. Dredging Corporation of India Limited  
Visakhapatnam.
2. Sri A. K. Dhar  
Director (Finance),  
M/s. Dredging Corporation of India Limited,  
Visakhapatnam.

3. Assistant Manager (P & A),  
M/s. Dredging Corporation of India Limited,  
Visakhapatnam .... Respondents  
**Appearances :**

For the Petitioner : M/s. A.V. Sambasiva Rao and A.S. Rama  
Sarma, Advocates

For the Respondent : M/s.K.V. Rama Murty, K. Narasimha  
Murty, B.V. Ravi Kumar and  
K. Srinivasa Rao, Advocates

#### AWARD

This petition under Sec.2 A (2) of the I.D. Act, 1947 filed by Sri K. A. Rama Swamy, an ex-employee of M/s. Dredging Corporation of India Limited, Visakhapatnam questioning his dismissal order and for reinstatement with consequential benefits, before the Industrial Tribunal-cum-Labour Court, Visakhapatnam. It was transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I T .I.D( C).No.10/2003 and renumbered in this Court as L.C.I.D. No.130/2004 and notices were issued to the parties.

2. It has been stated by the Petitioner that he worked in management organization for 20 years including two years of service at the overseas project at Yambo. Prior to the joining in management organization he worked in the Army for a short period. His misfortune started in the year 1997 when he was afflicted with a strange disease, which could not be diagnosed . Due to his explicable disease he undergone medical treatment and remained absent due to his ill-health. He was charge sheeted through charge sheet dated 5-11-1999 to which he submitted his explanation on 23-11-1999 stating that he remained absent due to illness but the same was not found to be satisfactory though the Petitioner submitted medical certificates from time to time to the management. The management ordered enquiry which was completed by Enquiry Officer without following procedure. The Enquiry Officer submitted his report on the basis of which the management dismissed the services of the Petitioner vide order dated 8-1-2003 which is under challenge. The Petitioner filed an appeal which was also dismissed by order dated 29-8-2000. Therefore, the Petitioner has filed this claim statement for setting aside the dismissal order and for reinstatement with back wages.

3. Respondent has filed counter statement wherein they have stated that the Petitioner workman have absented from duty from 1-9-1999 to 5-10-1999 and from 14-10-1999 onwards. At the time of his termination he was drawing Rs.10,846.25 ps as salary. The Respondent management is a public sector undertaking where the Petitioner was working as Messenger. The Petitioner was in habit of remaining absent from duty for long spells without sanctioned leave. He never assigned private grounds or medical reasons while seeking sanction. The Petitioner remained absent unauthorizedly from 20-2-1997 to 5-4-1997,

16-5-1997 to 19-7-1997, and from 20-8-1997 to 22-9-1997. Therefore, the Respondent was compelled to initiate disciplinary action in accordance with the provisions of certified Standing Orders and penalty of reduction of next lower grade for a period of one year commencing from 16-12-1997 was imposed on Petitioner.

4. Despite the disciplinary action and consequent punishment inflicted on the Petitioner no improvement was shown in the conduct of the Petitioner and during the year 1999 disciplinary proceeding was started against the Petitioner for the absence of Petitioner from 14-4-1997 to 18-11-1997, 22-11-1997 to 1-12-1997, 29-4-1998 to 16-5-1998 and from 19-5-1998 to 23-11-1998 and major penalty of reduction to the lower post of messenger was imposed.

5. It has further been averred that despite frequent actions, there was no improvement in the attitude of the applicant. He again absented himself from 1-9-1999 to 5-10-1999 and 14-10-1999 onwards. Hence, disciplinary proceedings were initiated vide charge sheet dated 5-11-1999. Enquiry Officer was appointed and charges were served on the Petitioner workman which was acknowledged by the Petitioner but he did not respond. The Petitioner did not attend the enquiry proceeding on 12-1-2000, 10-2-2000, 22-2-2000, 3-3-2000 and 10-3-2000. Since the workman was absent and he failed to attend the enquiry, the Enquiry Officer fixed final date of enquiry on 25-4-2000 for proceeding ex- parte. On 25-4-2000 also the workman did not appear before the Enquiry Officer. Thus, management witnesses were examined before Enquiry Officer, however, on the same day applicant sent a letter to the Enquiry Officer requesting for 10 days time on medical reasons, enquiry was posted for hearing on 4-5-2000. On 4-5-2000 the workman attended enquiry. He was informed about the action taken on the previous dates and regarding examination of the management witnesses, the workman has also perused the statement of management witnesses and he stated that he has nothing to examine the witnesses. He did not adduce any evidence in his defence. The Enquiry Officer has submitted his report and Disciplinary Authority passed the order of removal from services from 20-8-2000. Appeal was also dismissed. The Petitioner workman remained absent for 212 days in 1997, 229 days in 1998, 167 days in 1999, 236 days in 2000, this show that the workman was an unwilling worker. His habitual unauthorized absenteeism has resulted in his dismissal. There is no force in his claim petition. It is devoid of merit and deserves to be dismissed.

6. Both the parties filed documentary evidence. The management has filed 56 documents containing the disciplinary proceeding record, wherein, there is one medical certificate dated 22-4-2000 produced by the workman. No document or evidence has been filed by the workman.

7. The question of legality and validity of domestic enquiry was not raised or challenged by the Petitioner



workman, as such, in absence of challenge, the domestic enquiry was held to be legal and valid on 29-1-2009 by this tribunal and arguments heard by both parties under Sec. II A.

8. I have heard both the parties. Both the parties have submitted written arguments as well.

9. I have heard parties counsels and I have gone through the written submissions of the workman. In this case following points has to be determined by this tribunal:—

(I) Whether the action of the management in terminating the services of Petitioner workman is legal and justified?

(II) Whether the Petitioner's absence from duty was for any sufficient and valid reason?

(III) To what relief if any the Petitioner workman is entitled?

**9. Point Nos. (1) & (II):** Both these questions are interrelated as such, they are being determined together with. It is not disputed that Petitioner workman remained absent from duty during the year 1999, that too from 1-9-1999 to 5-10-1999 and 14-10-1999 onwards. The Petitioner stated that he was sick. He was suffering with a mysterious disease which could not be diagnosed. He was suffering from such disease since 1997 and he has taken treatment from Doctors. This material fact was not stated by the Petitioner during the enquiry proceeding. During enquiry proceeding the Petitioner has submitted only one medical certificate dated 22-4-2000 wherein it has been stated that he was suffering from Gastroenteritis and advised rest from 20-4-2000 to 22-4-2000. This certificate relates to a period during which enquiry proceeding was going on. This medical certificate does not relate to the period for which the Petitioner workman was charge sheeted and disciplinary proceeding was going on against him. Had the Petitioner been suffering from any serious disease, he would have certainly undergone treatment from some medical expert, but, not a single piece of paper has been filed by the Petitioner workman either during course of the enquiry proceeding or before this tribunal to show that the Petitioner workman was suffering from any illness or any disease either during the year 1997 or during the charge sheeted period of 1-9-1999 to 5-10-1999 and 14-10-1999 afterwards. Thus, the contention of the Petitioner that he was ill or he was suffering from any serious disease does not find support from any document or even oral evidence of the Petitioner.

10. So far as the question of departmental enquiry is concerned, the Petitioner did not appear before the Enquiry Officer on several dates i.e., on 12-1-2000, 10-2-2000, 22-2-2000, 3-3-2000, 10-3-2000 and 25-4-2000. He simply appeared before the Enquiry Officer on 4-5-2000 that day also he did not cross examine the management witnesses

who have stated that Petitioner remained absent unauthorizedly without any leave or without any leave application. Thus, there was evidence of the management before the Enquiry Officer to prove that Petitioner was absent without any reasonable or sufficient ground during the charge sheeted period and the charges against the Petitioner were held to be proved by the Enquiry Officer. I find that there is no ambiguity or perversity in the finding of the Enquiry Officer holding the charges against the workman proved. Thus, the management has not committed any illegality in dismissing the services of the Petitioner who has been absent during the year 1997 and 1999 i.e., prior to the charge sheeted period, for which the action was taken against the him and he was suitably punished during the previous occasions. This prove that the workman was an unwilling and negligent worker. He not only absented during the charge sheeted period but he remained absent during the year 1997, 1998 and 1999 as well for which action was taken and he was reverted to the lower post, even after punishment no improvement was shown by him either in his working or towards his attitude on duties. Thus, the management was constrained to punish the Petitioner with the punishment of dismissal from service and thus, punishment is neither unjustified nor illegal. Absence of Petitioner is found to be unreasonable and unjustified. Point Nos. (I) and (II) decided accordingly.

**11. Point No. (III)** From the evidence on record it is proved that Petitioner has absented from the duty not only during charge sheeted period but prior to that period also it is proved that he was habitual absentee and management has not committed any illegality in terminating services of the Petitioner. The punishment is neither disproportionate nor excessive. Petitioner does not deserve any leniency or sympathy from this tribunal. Petition is devoid of merit and deserves to be dismissed. Petitioner is not entitled for any relief. Point No. (III) is decided accordingly.

12. As discussed above, the Petitioner is not entitled for any relief. Petition is dismissed and hence, this award.

Award passed accordingly, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 25th day of November, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
Nil	Nil
Documents marked for the Petitioner	
Nil	
Documents marked for the Respondent	
Nil	

नई दिल्ली, 9 मई, 2012

**का. आ. 1934.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार एम.सी.एल. के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 92/2011) को प्रकाशित करती है, जो केंद्रीय सरकार को 9-05-2012 को प्राप्त हुआ था।

[सं. एल-22012/14/2001-आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

**S.O. 1934.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Mahanadi Coalfields Limited and their workman, received by the Central Government on 9-5-2012.

[No. L-22012/14/2001-IR (CM-II)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DELHI

##### I.D. No. 92/2011

Shri Ram Lakhan Singh

S/o Shri Ram Avadh Singh,

9, Teen Murti Lane,

New Delhi - 110001.

.....Workman

##### Versus

The General Manager,

Mahanadi Coalfields Limited,

Chandrashekharpur, Bhubaneswar (Orissa).

.....Magaement

#### AWARD

In May, 1998 Shri Ram Lakhan Singh was kept at 9, Teen Murti Lane, New Delhi, the official residence of the then Minister of Coal, Government of India, New Delhi, to supply items of daily use to the visitors from Mahanadi Coal Field Ltd. (in short the management), who visited the Minister here in Delhi. Classification sheet was prepared wherein Ram Lakhan Singh was described as General Mazdoor Category "1" and vouchers were submitted to

the Superintending Engineer (E&M), of the management, who approved those vouchers for payment. Attendance sheet was initiated at the Guest House located at A-412, Shahid Nagar, Bhubneshwar, Orissa, which were approved by the Superintending Engineer. As per attendance sheet the Mazdoor was meant to be posted at the aforesaid guest house. However he was based at New Delhi. Vouchers were prepared for two months or at times monthly. After approval of vouchers payment was made to Shri Ram Lakhan from 1-5-1998 till 30-4-2000. No payment was made to him with effect from 1-5-2000. He raised an industrial dispute before the Conciliation Officer at Bhubneshwar. Conciliating proceedings failed. Thereafter he filed a Writ Petition bearing number 3598/2001 before High Court of Delhi. Vide order dated 14-2-2007, Writ Petition was disposed of with the direction to the Union of India to reconsider its order dated 16-11-2001 and on examination of facts to pass appropriate order on the matter. In obedience to the command made by the High Court, the appropriate Government referred the dispute to Central Government, Industrial Tribunal-II, New Delhi, vide order No.L-22012/14/2001-IR (CM-II), New Delhi, dated 22-3-2007, with the following terms:-

"Whether the demand of Shri Ram Lakhan Singh for reinstatement in service is legal and justified? If so, to what relief is the workman entitled?"

2. On 30-4-2007 vide order No.L-22012/14/2001-IR (CM-II) New Delhi, corrigendum was issued by the appropriate Government on the strength of which General Manager, Mahanadi Coal Field Ltd., Chander Shekhar Pur, Bhubneshwar, Orissa, was added as a party vice General Manager Mahanadi Coal Field Ltd., Gruha Nirman Bhawan, Khavela Nagar, Bhubneshwar,

3. Claim was filed by Shri Lakhan pleading therein that he was appointed as peon on 1-5-1998 at Mahanadi Coal Field Ltd., located at A-412, Sahid Nagar, Bhubneshwar, and was posted at 9, Teen Murti Lane, New Delhi, which was residence of the then Hon'ble Minster of Coal, Government of India, New Delhi. He served the management and was regularly getting his salary by way of cheques and receipts were issued by him. Suddenly with effect from 1-5-2000 his salary was stopped without any rhyme and reason. He made representation dated 22-8-2000, but to no avail. He raised an industrial dispute before the Conciliation Officer at Bhubneshwar, Orissa. Conciliation proceedings failed. When he did not hear anything, he filed Writ Petition No.3598/2001 before High Court of Delhi. In that Writ Petition a counter affidavit was filed on behalf of the management and he filed his supplementary affidavit before the High Court, dispelling facts of the counter affidavit. The High Court directed the management to depute its Finance Manager to present facts. Accordingly Shri S.K. Sahu, Finance Manager, appeared before High Court of Delhi and made his statement on 15-12-2004. Vide order



dated 14-2-2007, the High Court disposed of the Writ Petition and in pursuance of the said order the present reference was made by the appropriate government. He claims that the management may be directed to reinstate his services with continuity and full back wages.

4. Claim has been demurred by the management pleading that the claimant was never engaged, not to talk of engaging as a peon. It is pleaded that no post of peon exists with the management. It has further been projected that at plot No.A/412, Sahid Nagar, Bhubneshwar only a guest house of the management exists, while its office is located at Jagrit Vihar, U.C.E. Burla, Sambalpur and a liaison office at Bhubneshwar. Posts of general mazdoor, sweeper, cleaning mazdoor and cook etc. are there in the management. No post of peon exists at the aforesaid guest house. When there is no post of peon, how the claimant could be appointed on that post. 1st May, 1998 was a holiday and hence claim made by the claimant that he was appointed on that date is false. The claimant has never rendered any service with the management. No appointment letter was issued in his favour. No service card, employee number, unique number, medical health card was issued in his favour. He was neither a member of pension scheme nor any other scheme operating in the management, which fact suggest that he has never been an employee of the management. It has been projected that since he was never in the employment of the management, his claim is liable to be discarded.

5. The claimant entered the witness box to substantiate his claim. Shri G.B. Mohapatra, Personnel Manager, presented facts on behalf of the management. No other witness was examined by either of the parties.

6. Vide order No. Z-22019/6/2007-IR(CM-II) New Delhi, dated 30-3-2011, the appropriate Government transferred this case to this Tribunal for adjudication.

7. Shri K.G. Kochar, authorised representative, advanced arguments on behalf of the claimant. Shri G.B. Mohapatra, authorized representative, presented facts on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

8. Whether relationship of employer and employee existed between the parties? For an answer to this question, it is to be appreciated as to how a contract of service is entered into. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in

fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

9. In order to establish existence of relationship of employer and employee between the parties, the claimant swears in his affidavit dated 20-2-2008 that he was appointed as peon on 1-5-1998 by the management, having its office at plot No.A/412, Sahid Nagar, Bhubneshwar and posted at 9, Teen Murti Lane, New Delhi, residence of Hon'ble Minister of Coal, Government of India, New Delhi. He details therein that he served as a peon in the said office and was getting his monthly wages regularly by way of cheques and receipts were issued in that regard. His wages were stopped suddenly with effect from 1-5-2000, without any rhyme and reason. The management was reminded for payment of his wages and he sent a representation dated 22-8-2000 in that regard. He raised a dispute before the Conciliation Officer, Bhubneshwar, where authorities of the management did not respond properly. A failure report was sent. He was constrained to file Writ Petition No. 3598/2001 before High Court of Delhi. Counter affidavit was filed by the Chairman-cum- Managing Director of the management and he filed supplementary affidavit. High Court of Delhi called upon coal field to depute Shri S.K. Sahu, Finance Manager, to unfold facts. Shri Sahu made a statement before High Court of Delhi in that regard, copy of which statement is annexed with his affidavit. During the course of his cross-examination, he concedes that no appointment letter, no unique man number, no service card, no medical health card, no MCL card was issued in his favour. He admits that there was no post of peon with the management. He further admits that he used to supply tea to the Minister and the officials at 9, Teen Murti Lane, New Delhi.

10. Shri G.B. Mohapatra swears in his affidavit Ex.MW1/A that the claimant was never appointed either as a peon or in any capacity by the management. He projects that coal field has its rules and procedure for recruitment for its employees. Recruitment notification is issued to the employment exchange as well as newspaper for public at large. Applications are invited, scrutinized and call letters are issued for written /viva voce and thereafter result of successful candidates is communicated. Offer of appointment is issued. An employee appointed by the management is given an appointment letter and an identity card. His joining report is received. The candidate is sent for initial medical examination and thereafter a posting order

is issued in his favour. Entry in form 'B' for opening of service sheet is made. Allotment of unique man number, besides filling of provident fund form and pension scheme document, is made. No such procedure was followed for the claimant. Plot No.A/412, Sahid Nagar, Bhubneshwar, is a guest house of the management and there cannot be a question of appointment of peon at the said office. No question of his appointment at 9, Teen Murti lane, New Delhi, would arise. The claimant was not employed with the management. Bills in respect of the claimant were raised based on job basis and payments have been approved through vouchers and made by cheques, particulars of which are furnished in the classification sheet. The claimant never worked at the guest house of the management at Bhubneshwar, Orissa.

11. Out of the facts projected by the rival parties it emerges that no post of peon is there in the management. Posts of general mazdoor, sweeper, cleaning mazdoor and cook etc. do exist with the management. No case has been put forward by the claimant that he was employed in any capacity referred above. When there is no post of peon with the management it is incumbent upon the claimant to establish as to how he was employed on the post of peon. It is not his case that he had sent an application in pursuance of a recruitment notice and was called for interview. He concedes that no appointment letter was issued in his favour. It is also not a disputed fact that neither unique man number nor identity card nor employee number was allotted to him by the management. He concedes that he was not a member of any of the welfare schemes applicable to the employees of the management. All these facts are sufficient to conclude that the claimant nowhere projects that he was an employee of the management, who entered into its service by ordinary recruitment process.

12. Claimant projects that he was appointed on 1-5-1998, a holiday. He claims that he was posted at 9, Teen Murti Lane, New Delhi, official residence of the Minister of Coal, Government of India, New Delhi. It is not the case of the claimant that there was a post of peon at 9, Teen Murti Lane, New Delhi, which was to be filled by the management. However, it is not a disputed fact that payment of wages was made from May, 1998 till April, 2000. How those payments were made have been explained by Shri Sahu in his statement dated 15-12-2004, made before High Court of Delhi which has been annexed by the claimant along with his affidavit. Contents of that statement high-light that the payments were made to the claimant on the basis of classification sheet wherein the claimant and one other person were described as general mazdoor category-I. Apart from the classification sheet vouchers for payment were approved by the Superintending Engineer. The attendance sheet were initiated by the guest house supervisor and approved by Superintending Engineer (E&M), Bhubneshwar. Attendance sheet of the claimant and

Niranjan were supported by the vouchers. The attendance sheets were prepared in Bhubneshwar as the mazdoors were meant to be posted at the guest house. Shri Sahu explained that they stationed at New Delhi. At times vouchers were prepared for two months and at times monthly. Those vouchers related to the period till 1-5-1998 to 30-4-2000. The attendance sheets were prepared by Shri V. K. Samual, guest house Supervisor and were approved by the Superintending Engineer (E&M), the competent authority. Shri Sahu explained that he cannot say as to on what basis Shri Samuel has prepared the attendance sheet. The attendance sheets were prepared on the basis that the persons were working at the guest house. He had never seen the claimant and Niranjan at the said guest house.

13. The facts unfolded by Shri Sahu, before High Court of Delhi, were not disputed by the claimant. On the other hand, he places reliance on those facts. Out of facts highlighted by Shri Sahu, attendance sheets were prepared showing that the claimant and one Niranjan worked at the guest house while they were stationed at 9, Teen Murti Lane, New Delhi, official residence of Minister of Coal, Government of India, New Delhi. All these facts make it clear that unscrupulous persons in the management as well as at the residence of the then Minister of Coal, Government of India, New Delhi, entered into a conspiracy and in furtherance of that conspiracy wrong attendance record and vouchers were prepared at Bhubneshwar, Orissa. Those records were verified by Shri V.K. Samuel and approved by Superintending Engineer (E&M). Bogus records were prepared, approved and payments sanctioned. Cheques were prepared and sent to the claimant and Niranjan for payments here at Delhi. Claimant was well aware of this conspiracy and not only a beneficiary but a party to it. He cannot reap benefits of that conspiracy in the form of his employment by the management. Hence it cannot be said that the claimant was engaged at any point of time by the management as its employee. Wrong deeds of unscrupulous officers would not create relationship of employer and employee between the claimant and the management. Taking into account the facts in entirety, unfolded by the claimant, Shri Mohapatra and those narrated by Shri Sahu before High Court of Delhi, it is announced that there is no case in favour of the claimant to make even a whisper of the fact that the management intended to engage the claimant in his employment. No relationship of employer and employee can be concluded between the parties. It is declared that the criminal acts, referred above, would not establish any right in favour of the claimant and liability on the management.

14. When there was no relationship of employer and employee between the parties, the management was not duty bound to make payment to the claimant for any month not to talk of May 2000 and thereafter. Non payment of alleged wages cannot be termed as stopping claimant from

rendering his services at 9, Teen Murti Lane, New Delhi. None from the authorities of the management had stopped him from rendering his services here in New Delhi. He cannot claim that he was stopped from rendering his services, which act would amount to retrenchment. In absence of relationship of employer and employee between the parties no case of retrenchment would emerge out of the facts.

15. In view of given facts and circumstances, at the cost of repetition it is said that the claimant was never employed by the management. Facade, created by way of preparation of wrong records and approval of payment for the claimant and Niranjana, cannot lead to a proposition that the claimant rendered continuous service of more than 240 days in every calendar year. No case of retrenchment of the claimant emerge out of the facts. When there was no retrenchment of the claimant, the question of granting benefit of section 25-F of Industrial Disputes Act, 1947, on his alleged continuous service with the management, does not arise at all.

16. Before parting, disquieting facts remind me of my duties. As detailed above, it was not a case of back-door engagement of the claimant and one Niranjana on the post of general mazdoor category-I at Sahid Nagar, Bhubneshwar, where a guest house is being run by the management. They were never deputed to work at the said guest house. Both of them were working at 9, Teen Murti Lane, New Delhi, residence of the then Minister of Coal, Govt. of India, New Delhi. Wrong attendance records, classification sheets and vouchers were prepared and approved for payment to the claimant and one Niranjana by the guest house supervisor and Superintending Engineer (E&M) respectively. Cheques were prepared and sent to New Delhi for payment to the claimant and Niranjana. Thus it is evident that offences of conspiracy, cheating, forgery and falsification of accounts, besides intentionally suffering loss of public money were committed. Such serious offences were committed by persons in authority, which fact make it more alarming. This Tribunal would fail in its duty, if it does not command the authorities responsible to initiate legal action against the perpetrators of crime. Accordingly, the appropriate Government is called upon to initiate or cause to be initiated legal action to bring the offenders to book.

17. As held above, there is no case in favour of the claimant. His claim is, accordingly, brushed aside. An award is passed in favour of the management and against the claimant. It be sent to the appropriate Government for publication.

Dated: 2-4-2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 9 मई, 2012

**का.आ. 1935** .—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमान्डिंग आफिसर एयर, फोर्स स्टेशन इलाहाबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट संदर्भ संख्या 183/2000 को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था।

[ सं. एल-14012/63/2000-आई आर (डी. यू.) ]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

**S. O.1935** .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 183 / 2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between Commanding Officer Air Force Station Allahabad and their workman, which was received by the Central Government on 9-5-2012.

[No. L-14012/63/2000-IR (DU)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**  
**PRESENT** Dr. MANJU NIGAM PRESIDING OFFICER

**I. D. No. 183/2000**

Ref. No. L-14012/63/2000/1R (DU)) dated: 31-10-2000

#### BETWEEN

Sh. Syed Mushir Hasan Rizvi

R/o Room No. T/184/A.E.

Manauri, Kaushambi Allahabad (U.P.)

#### AND

Commanding Officer

Air Force No. 24

E.D. Air Force Station

Manaur, Allahabad (U.P.)

#### AWARD

1. By order No. L-14012/63/2000/1R (DU)) dated: 31-10-2000 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of 'Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Syed Mushir Hasan Rizvi,

R/o Room No. T/184/A.E., Manauri, Kaushambi, Allahabad (U.P.) and Commanding Officer, Air Force No. 24, E.D. Air Force Station, Manaur, Allahabad (U.P.) for adjudication.

2. The reference under adjudication is:

“Whether the action of the management of Air Force Canteen, Manauri, Allahabad in terminating the services of Sh. Sayed Mushir Hasan Rizvi w.e.f. 10-05-99 is justified? If not, to what relief the workman is entitled?”

3. The case of the workman, Syed Mushir Hasan Rizvi, in brief, is that he was appointed as Casual Labour Salesman by the management of Air Force Canteen Air Force Station, Manauri on 11-03-1997 and he worked as such continuously up to 10-05-1999 when his services were terminated orally without any notice or compensation in lieu thereof, in violation of Section 25 - F of the Industrial Disputes Act, 1947. The workman has further alleged that the workmen junior to him are still continuing with the employers; and accordingly, has prayed that he may be reinstated w.e.f. 10-05-1999 with all back and continuity in service.

4. The management of the Air Force Canteen Air Force Station, Manauri has disputed the claim of the workman by filing its written statement; whereby it has submitted that the Canteen is not an industry within the meaning of the Industrial Disputes Act. It has submitted that the canteen is neither owned nor managed by the Air Force Authority; rather it is just a public welfare scheme for the officials working in Station and no aid whatsoever is given to it. It has further submitted that the canteen is not a statutory canteen under Section 14 of the Factories Act and accordingly present dispute is not covered under the Industrial Disputes Act. It has specifically submitted that the workman was engaged only on temporary basis as casual helper and was not full time worker and when there was no need of his services, he was removed. The management has reiterated that since the present dispute does not fall within the purview of 'Industrial Dispute' the provisions of Section 25 - F or that of Section 25 - H, do not attract in this case. Thus, the management has prayed that the claim of the applicant be rejected without any relief to him.

5. The workman has filed rejoinder, which is just repetition of his averments in the statement of claim apart from submission that the Canteen is an industry within the meaning of I D Act, 1947 and Section 14 of Factories Act has no relevance in the present case.

6. The parties have filed documentary proof in support of their respective cases. The workman has examined himself whereas the management examined Shri A. Chakraborty, Sqn. Ldr. in support of their respective stands. It is pertinent to mention that the present case pertains to year 2000 and since sudden demise of workman's authorized representative Shri T. B. Singh, the workman is

not being represented since January, 2011; moreover, the registered notice dated 22-02-2011, issued to the workman received back in the office un-served. Accordingly, the oral arguments on behalf of the opposite party were heard and the case was reserved for award as the case was very old one taking into consideration the written arguments of the parties.

7. Heard representative of the opposite party only and perused evidence on record.

8. It has been contended by the workman in its written argument that the main objection of the opposite party is that, that it is not an Industry. In this regard the workman has submitted that the opposite party itself has submitted that 'the canteen was just a public welfare scheme for the officials/war widows' and has relied on verdict of Hon'ble Apex Court in Bangalore Water Supply & Sewerage Board etc. vs. A Rajappa & others case; wherein it has been observed that

“absence of profit motive on gainful objective is irrelevant, be the venture in the public, joint, private or other sector.”

Hon'ble Apex Court has further observed that

“Where (i) systematic activity (ii) organized by co-operation between employer and employee (the direct and substantial element is commercial (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religions but inclusive of material things or services geared to celestial bliss i. e making on a large scale Prasad or food) prima facie, there is an industry in that enterprise.”

In view of above legal propositions the argument of the authorized representative of the workman finds substance that the opposite party is industry.

9. The learned representative on behalf of the management has contended that the workman was never appointed by the opposite party in the Canteen against a clear vacancy and was not being paid salary and his services were not terminated at any point of time. Rather it has been argued by the representative of the management that firstly, the onus lies upon the applicant to substantiate that he was duly appointed and secondly, that he was terminated from the service. The management has filed photocopy of rules regulating the terms and conditions of service of civilian employees of unit run canteen paid out of non public fund in support of its case.

10. The workman, Syed Mushir Hasan Rizvi has examined himself as witness in support of his case; whereby he has stated that he was appointed as Casual Labour Sales man on 11-03-97 in Air Force Canteen, Air Force Station, Manauri and worked continuously up to 10-05-1999 and his services were terminated without any notice or compensation in lieu thereof and also that he was getting



pay @ Rs. 800 per month. In cross-examination he has stated that he worked as Helper in the Canteen and he was not given any written appointment letter and his name was not sponsored from the Employment Exchange. He further stated that he did not undergo any test of interview. In support of his statement he had produced photocopy of only one document i.e. certificate dated 25-5-99, issued by R. Vanaik, Sqdn. Ldr.

11. In rebuttal, the opposite party has examined Shri A. Chakraborty, Sqn. Ldr. who stated that the worker was casual helper who was paid on the basis of daily work; and it was only a casual arrangement and it was put to an end when not required any more; accordingly, there involved no question of retrenchment. He also stated that there was no termination as such as the worker was simply a casual helper and was engaged as per need only. In cross-examination he stated that he was working at Baraikpur from March, 97 to May, 99 and had never been in-charge of Canteen at Manauri and he does not know how many persons work in the canteen and further that he could not tell as to who were working during year 97 to 99. He also stated that in a Canteen there is Manager, Officer, Account Clerk, Air Man are permanent staff members and rest are helpers.

12. In the light of the aforesaid rival statements of both the sides I have scanned the documents produced by the either parties. It is settled law that a party invoking jurisdiction of the court has onus to prove that it worked sufficient number of days in order to invoke provisions of Section 25 F. In the instant case the workman has made a very specific pleading in para (s) 2 & 3 of his statement of claim that he had been appointed by the opposite party as Casual Labour Salesman' and worked as such from 11-03-1997 to 10-05-1999 and has substantiated his averment through his evidence with the help of work certificate dated 25-05-99, paper No. 2/5, issued by Mr. R. Vanaik, Sqdn. Ldr. In-charge Canteen.

13. In rebuttal the management has submitted that the workman was engaged as casual helper as per need; but has not disclosed as when and for what duration he was engaged, which is not expected from a model employer who is engaging a workman/labourer from the market and paying from the Government funds.

14. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. The workman well discharged his burden by making a specific statement in his oral evidence that he worked from 11-03-1997 to 10-05-1999 and further by corroborating the same by filing work certificate dated 25-05-99, paper No. 2/5. There is no denial on behalf of the management of Air Force Canteen that the workman did not work for the alleged period i.e. from 11-03-1997 to 10-05-1999. The burden, thus, shifts upon the management, to prove that the workman had not worked for the period alleged by him by proper evidence; but the management failed to discharge the same by denying that the workman was not engaged for the alleged period i.e. from 11-03-97 to 10-5-99, and that he never worked for 240 days in twelve calendar months preceding the date of alleged termination.

15. The management in its written statement has made a pleading to the effect that the workman had been engaged as casual helper as per need. Thus, there is an admission by the management that workman was engaged as a casual helper, but there is no denial that the workman had not worked as alleged by him i.e. from 11-03-1997 to 10-05-99. Denial is only with respect that he is not a permanent employee and this was also not the case of the workman. The case of workman is simply that he was engaged as casual labour and worked from 11-03-1997 to 10-06-99 continuously and he was terminated without following the provisions of law of Section 25F of the Act. There is no denial from the management that the workman had not worked from 11-03-1997 to 10-05-99. The witness examined by the management also admits in cross-examination that he was not posted at Manauri at relevant point of time i.e. from year 1997 to 1999, therefore, he cannot tell as to who were working during 97 to 99. Therefore, the evidence produced by the management is not at all relevant for considering the fact whether the workman was engaged from 11-03-1997 to 10-05-99 and no other evidence either oral or documentary was produced by the management.

16. Further, it is admitted fact that the workman had never been issued any appointment letter, nor his name was sponsored from the Employment Exchange and that he was engaged as Casual Helper. There is nothing at the end of the management that the workman has not worked from 11-03-1997 to 10-05-99. Therefore, there is no reason to disbelief that the workman had not worked from 11-03-1997 to 10-05-1999; and in view of the facts and circumstances that he had completed mandatory period of 240 days, in preceding twelve months from the date of his alleged termination i.e. 10-05-1999; hence, considering the latest pronouncements of the Hon'ble Apex Court, the services of such a workman who is either casual labour, daily wager or part timer and has completed 240 days working could not be terminated without following due procedure laid down in Section 25 F of the I.D. Act, 1947.

17. Thus, in view of discussions made above, I am of the considered opinion that workman, Sayed Mushir Hasan Rizvi has worked as Casual Helper in the Air Force Canteen, Manauri from 11-03-1997 to 10-05-1999 and his service had been terminated without following the provisions of Section 25 - F of the Industrial Disputes Act, 1947, which is unjustified.

18. In the instant case, the workman, has prayed that he be reinstated from 10-05-1999 with full back wages, the Hon'ble Supreme Court in 2012 (132) FLR 500 Bharat Sanchar Nigam Ltd. Vs. Man Singh has observed as under:

"4. This Court in a catena of decisions has clearly laid down that although an order of retrenchment passed in violation of Section 25-F of the Industrial Disputes Act may be set aside but an award of reinstatement should not be passed. This Court has distinguished between a daily wager who does not hold a post and a permanent employee.

5. In view of the aforementioned legal position and the fact that the respondents workmen were engaged as daily wagers' and they had merely worked for more than 240 days, in our considered view, relief

of reinstatement cannot be said to be justified and instead, monetary compensation would meet the ends of justice”

19. Considering law laid down by the Hon'ble Apex Court, in the present case the workman has worked with the opposite party from 11-03-1997 to 10-05-1999 and as per his own statement he was getting Rs. 800 per month when his services were terminated. The management has not rebutted this statement of the workman. Accordingly, I am of the opinion that the ends of justice would subserve, if the workman is compensated instead of reinstatement. The management is directed to pay a sum of Rs. 60,000 (Rupees Sixty Thousand only) to the workman as a one-time lump sum compensation towards full settlement of his claim, within six weeks from the date of notification of this award, failing which the above amount shall carry interest @ 10% per annum.

20. Award as above.

Lucknow

18-4-2012

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 9 मई, 2012

**का.आ. 1936** .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमान्डिंग आफिसर एयर फोर्स स्टेशन इलाहाबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट संदर्भ संख्या 182/2000 को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था।

[सं. एल-14012/62/2000-आई आर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

**S.O. 1936**.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 182 / 2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the Commanding Officer, Air Force Station Allahabad and their workmen, received by the Central Government on 9-5-2012.

[No. L-14012/62/2000-IR (D U)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

#### PRESENT:

Dr. MANJU NIGAM, Presiding Officer

**I.D. No. 182/2000**

Ref. No. L-14012/62/2000 IR (DU)) dated: 31-10-2000

#### BETWEEN

Sh. Sanjay Kumar S/o Sh. Sharda Prasad

ViiL. & Post - Ahmedpur Pawan, Manauri

Distt. Kaushambi Allahabad (U.P.)

#### AND

Commanding Officer

Air Force No. 24

E.D. Air Force Station

Manaur Allahabad (U.P.)

#### AWARD

1. By order No. L-14012/62/2000 IR (DU)) dated: 31-10-2000 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Sanjay Kumar S/o Sh. Sharda Prasad, ViiL. & Post - Ahmedpur, Pawan, Manauri, Distt. Kaushambi, Allahabad (U.P.) and Commanding Officer, Air Force No. 24, E.D. Air Force Station, Manaur, Allahabad (U.P.) for adjudication.

2. The reference under adjudication is:

“Whether the action of the management of Air Force Canteen, Manaur, Allahabad in terminating the services of Sh. Sanjay Kumar w.e.f. 10-05-99 is justified? If not to what relief the workman is entitled?”

3. The case of the workman, Sanjay Kumar, in brief, is that he was appointed as Casual Labour Salesman by the management of Air Force Canteen Air Force Station, Manauri on 08-06-1996 and he worked as such continuously up to 10-05-1999 when his services were terminated orally without any notice or compensation in lieu thereof, in violation of Section 25 - F of the Industrial Disputes Act, 1947. The workman has further alleged that the workmen junior to him are still continuing with the employers; and accordingly, has prayed that he may be reinstated w.e.f. 10-05-1999 with all back and continuity in service.

4. The management of the Air Force Canteen Air Force Station, Manauri has disputed the claim of the workman by filing its written statement; whereby it has submitted that the Canteen is not an industry within the meaning of the Industrial Disputes Act. It has submitted that the canteen is neither owned nor managed by the Air Force Authority; rather it is just a public welfare scheme for the officials working in Station and no aid whatsoever is given to it. It has further submitted that the canteen is not a statutory canteen under Section 14 of the Factories Act and accordingly present dispute is not covered under the Industrial Disputes Act. It has specifically submitted that the workman was engaged only on temporary basis as casual helper and was not full time worker and when there was no need of his services, he was removed. The



management has reiterated that since the present dispute does not fall within the purview of 'Industrial Dispute' the provisions of Section 25 - F or that of Section 25 - H, do not attract in this case. Thus, the management has prayed that the claim of the applicant be rejected without any relief to him.

5. The workman has filed rejoinder, which is just repetition of his averments in the statement of claim apart from submission that the Canteen is an industry within the meaning of I D Act, 1947 and Section 14 of Factories Act has no relevance in the present case.

6. The parties have filed documentary proof in support of their respective cases. The workman has examined himself whereas the management examined Shri A. Chakraborty, Sqn. Ldr. in support of their respective stands. It is pertinent to mention that the present case pertains to year 2000 and since sudden demise of workman's authorized representative Shri T. B. Singh, the workman is not being represented since January, 2011, moreover, the registered notice dated 22-02-2011, issued to the workman received back in the office un-served. Accordingly, the oral arguments on behalf of the opposite party were heard and the case was reserved for award as the case was very old one taking into consideration the written arguments of the parties.

7. Heard representative of the opposite party only and perused evidence on record.

8. It has been contended by the workman in its written argument that the main objection of the opposite party is that it is not an Industry. In this regard the workman has submitted that the opposite party itself has submitted that 'the canteen was just a public welfare scheme for the officials/war widows' and has relied on verdict of Hon'ble Apex Court in Bangalore Water Supply & Sewerage Board etc. vs. A Rajappa & others case; wherein it has been observed that

"absence of profit motive on gainful objective is irrelevant, be the venture in the public, joint, private or other sector."

Hon'ble Apex Court has further observed that "Where (i) systematic activity (ii) organized by co-operation between employer and employee (the direct and substantial element is commercial (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making on a large scale Prasad or food) prima facie, there is an industry in that enterprise."

In view of above legal propositions the argument of the authorized representative of the workman finds substance that the opposite party is industry.

9. The learned representative on behalf of the management has contended that the workman was never appointed by the opposite party in the Canteen against a clear vacancy and was not being paid salary and his services were not terminated at any point of time. Rather it has been argued by the representative of the management that firstly, the onus lies upon the applicant to substantiate that he was duly appointed and secondly, that he was terminated from the service. The management has filed photocopy of rules regulating the terms and conditions of service of civilian employees of unit run canteen paid out of non public fund in support of its case.

10. The workman, Sanjay Kumar has examined himself as witness in support of his case whereby he has stated that he was appointed as Casual Labour Sales man on 08-06-96 in Air Force Canteen, Air Force Station, Manauri and worked continuously up to 10-05-1999 and his services were terminated without any notice or compensation in lieu thereof and also that he was getting pay @ Rs. 800/ per month. In cross-examination he has stated that he worked as Helper in the Canteen and he was not given any written appointment letter and his name was not sponsored from the Employment Exchange. He further stated that he did not undergo any test of interview. In support of his statement he had produced photocopy of only one document i.e. certificate dated 25-5-99, issued by R. Vanaik, Sqdn. Ldr.

11. In rebuttal, the opposite party has examined Shri A. Chakraborty, Sqn. Ldr. who stated that the worker was casual helper who was paid on the basis of daily work; and it was only a casual arrangement and it was put to an end when not required any more; accordingly, there involved no question of retrenchment. He also stated that there was no termination as such as the worker was simply a casual helper and was engaged as per need only. In cross-examination he stated that he was working at Baraikpur from March, 97 to May, 99 and had never been in-charge of Canteen at Manauri and he does not know how many persons work in the canteen and further that he could not tell as to who were working during year 97 to 99. He also stated that in a Canteen there is Manager, Officer, Account Clerk, Air Man are permanent staff members and rest are helpers.

12. In the light of the aforesaid rival statements of both the sides I have scanned the documents produced by the either parties. It is settled law that a party invoking jurisdiction of the court has onus to prove that it worked sufficient number of days in order to invoke provisions of Section 25 F. In the instant case the workman has made a very specific pleading in para (s) 2 & 3 of his statement of claim that he had been appointed by the opposite party as

'Casual Labour Salesman' and worked as such from 08-06-1996 to 10-05-1999 and has substantiated his averment through his evidence with the help of work certificate dated 25-05-99, paper No. 2/5, issued by Mr. R. Vanaik, Sqdn Ldr. In-charge Canteen.

13. In rebuttal the management has submitted that the workman was engaged as casual helper as per need; but has not disclosed as when and for what duration he was engaged, which is not expected from a model employer who is engaging a workman/labourer from the market and paying from the Government funds.

14. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. The workman well discharged his burden by making a specific statement in his oral evidence that he worked from 11-03-1997 to 10-05-1999 and further by corroborating the same by filing work certificate dated 25-05-99, paper No. 2/5. There is no denial on behalf of the management of Air Force Canteen that the workman did not work for the alleged period i.e. from 11-03-1997 to 10-05-1999. The burden, thus, shifts upon the management, to prove that the workman had not worked for the period alleged by him by proper evidence; but the management failed to discharge the same by denying that the workman was not engaged for the alleged period i.e. from 11-03-97 to 10-05-99 and that he never worked for 240 days in twelve calander months preceding the date of alleged termination.

15. The management in its written statement has made a pleading to the effect that the workman had been engaged as casual helper as per need. Thus, there is an admission by the management that workman was engaged as a casual helper, but there is no denial that the workman had not worked as alleged by him i. e. from 11.03.1997 to 10.05.99. Denial is only with respect that he is not a permanent employee and this was also not the case of the workman. The case of workman is simply that he was engaged as casual labour and worked from 11-03-1997 to 10-05-99 continuously and he was terminated without following the provisions of law of Section 25 F of the Act. There is no denial from the management that the workman had not worked from 11-03-1997 to 10-05-99. The witness examined by the management also admits in cross-examination that he was not posted at Manauri at relevant point of time i.e. from year 1997 to 1999, therefore, he cannot tell as to who were working during 97 to 99. Therefore, the evidence produced by the management is not at all relevant for considering the fact whether the workman was engaged from 11-03-1997 to 10-05-99 and no other evidence either oral or documentary was produced by the management.

16. Further, it is admitted fact that the workman had never been issued any appointment letter, nor his name was sponsored from the Employment Exchange and that he was engaged as Casual Helper. There is nothing at the end of the management that he workman has not worked

from 11-03-1997 to 10-05-99. Therefore, there is no reason to disbelief that the workman had not worked from 11-03-1997 to 10-05-1999; and in view of the facts and circumstances that he had completed mandatory period of 240 days, in preceding twelve months from the date of his alleged termination i.e. 10-05-1999; hence, considering the latest pronouncements of the Hon'ble Apex Court, the services of such a workman who is either casual labour, daily wagger or part timer and has completed 240 days working could not be terminated without following due procedure laid down in Section 25 F of the I.D. Act, 1947.

17. Thus, in view of discussions made above, I am of the considered opinion that, that workman, Sanjay Kumar has worked as Casual Helper in the Air Force Canteen Manauri from 11-03-1997 to 10-05-1999 and his services had been terminated without following the provisions of Section 25 - F of the Industrial Disputes Act, 1947, which is unjustified.

18. In the instant case, the workman, has prayed that he be reinstated from 10-05-1999 with full back wages, the Hon'ble Supreme Court in 2012 (132) FLR 500 Bharat Sanchar Nigam Ltd. VS. Man Singh has observed as under:

“4. This Court in a catena of decisions has clearly laid down that although an order of retrenchment passed in violation of Section 25-F of the Industrial Disputes Act may be set aside but an award of reinstatement should not be passed. This Court has distinguished between a daily wagger who does not hold a post and a permanent employee.

5. In view of the aforementioned legal position and the fact that the respondents workmen were engaged as 'daily wagers' and they had merely worked for more than 240 days, in our considered view, relief of reinstatement cannot be said to be justified and instead, monetary compensation would meet the ends of justice”

19. Considering law laid down by the Hon'ble Apex Court, in the present case the workman has lworked with the opposite party from 11-03-1997 to 10-05-1999 and as per his own statement he was getting Rs. 800/ per month when his services were terminated. The management has not rebutted this statement of the workman. Accordingly, I am of the opinion that the ends of justice would be sub serve, if the workman is compensated instead of reinstatement. The management is directed to pay a sum of Rs. 60,0001/- (Rupees Sixty Thousand only) to the workman as a one-time lump sum compensation towards full and final settlement of his claim, within six weeks from the date of notification of this award, failing which the above amount shall carry interest @ 10% per annum.

20. Award as above.

Lucknow

04-2012.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 11 मई, 2012

**का.आ. 1937.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 70/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था।

[सं. एल-41011/29/94-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2012

**S.O. 1937.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70 / 2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 11-5-2012.

[No. L-41011/29/94-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/ 70/2000** Date : 30-04-2012.

#### Party No. 1 :

The Divisional Railway Manager,  
Central Railway, Nagpur.

#### Versus

#### Party No. 2 :

Smt. Hemlata Sakharan Bagade  
Representative of Hot-Season Workmen,  
Central Railway C/o. Tejram Sonkam  
Jewellers & Co., Ward No. 68,  
Ambedkar Marg, Kamal Chowk,  
Nagpur

#### AWARD

(Dated : 30th April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Central Railway and their workmen, Smt. Hemlata Bagade and others, for adjudication, to Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as per letter No. L-41011/29/94-IR (B-I) dated 8-02-2000, with the following schedule:—

"Whether the action of the Divisional Railway Manager, Central Railway, Nagpur in not regularizing the service of 229 employees (As per list) is justified? If not, to what reliefs are the workmen entitled to?"

Subsequently, the case was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, "Hot Season Watermen Union, Central Railway, Nagpur", ("the union" in short) filed the statement of claim on behalf of the 229 workmen, As per Annexure 'A' attached to the award, ("workmen" in short), and the management of Central Railway ("Party No.1" in short) filed its written statement respectively.

3. The case of the workmen, as presented by the union was that all the 229 workmen were casual labours engaged by party no.1 during hot season for three months every year between 1979 to 1995 and every workman had acquired temporary status on completion of 120 days of continuous employment, in terms of Railway Board's letter No. E(NG)/II/83/CL/117 dated 21-01-1985 and the Railway Board is the Apex body of Railway Administration, which lays down the policy decisions in respect of the service conditions of Railway employees including casual labours working in Indian Railways and the party no.1 prepared the seniority list of casual labourers unit wise and the seniority list of Hot Season Watermen/Women was prepared for entire Nagpur Division of Central Railways and after acquiring of the temporary status by the workmen, the party no. 1 was to absorb them against the regular post, in class IV category (group-D) after holding screening, as per the instructions contained in letter no. E(NG)/II/81/CL-17 dated 26-05-82 and letter no. E(NG)/11/77/CL/4/9 dated 24-07-1979 issued by the Railway Board and though they had become eligible and legally entitled for absorption against regular vacancies in group-D service, party no.1 ignored and avoided to absorb them for the reasons best known to it and as a matter of fact, after 1985, all the workmen should have been made regular, but having found the party no. 1 not serious in considering their claims for absorption, they made representations personally and also through the union and when no tangible result came out, hunger strike notice was given to party no. 1 by Smt. Hemlata, the representative of the union for redressal in the month of August, 1992 and on receipt of the said notice, party no. 1 gave a positive assurance to look into the grievances of the workmen seriously in accordance with the rules and hunger strike started from 9-8-1992 and continued till 27-08-1992 and on 27-08-1992, the hunger strike came to be withdrawn on the assurance given by party no.1 to regularize all the workmen working in hot season and in April, 1993, again the workmen undertook fast from 7-04-1993 to 19-04-1993, to highlight the grievances and such hunger strike was withdrawn after the assurance



given by party no. 1. The further case of the union was that on 30-06-1993, the president of the union filed an application requesting party no.1 to appoint her in permanent cadre, as she was eligible for the post and party no.1 put a remark on the application that the same be sent to the Chief Medical Superintendent, Central Railway, Nagpur to check-up as to whether Smt. Hemlata had worked as a substitute against absent safaiwala and it was also endorsed that she was not a new face of casual labour and had been serving for a long time and according to the instructions in the letter of the Railway Board dated 20-12-1985, "Casual Labours, who has put in 6 years of service, whether continuous or in broken periods are included in a panel for appointment to group "D" post, the post of permanent nature and are sent for Medical Examination" and therefore, the workman are legally entitled and eligible to get regular service and as no action was taken by party no. 1 inspite of the assurance, the president again undertook fast in July, 1993 and the fast continued from 5-07-1993 to 31-07-1993 in front of the office of party no. 1 and on 31-07-1993, the senior DCM, Central Railway intervened in the matter and requested to terminate the fast and a letter was issued by the DCM informing the workmen that the matter would be discussed with the Personnel Manager and the names of the workmen would be included in the panel, which would be made for safaiwalas and other categories subject to feasibility and inspite of issuance of such letter, the party no. 1, did not regularize the workmen and back out from the assurance and for that again a hunger strike notice was given on 27-01-1994 and in view of the said notice, the Assistant Labour Commissioner (Central) took cognizance of the matter and started conciliation proceeding and there were joint discussion between the parties, on several dates, but due to the adamant attitude of the party no. 1, the conciliation proceeding ended in failure and when the Central Government did not take any action on the failure report of conciliation, the workmen filed O.A. No. 1178/94, before the Central Administrative Tribunal, Bombay Bench at Nagpur, challenging the legality, correctness and propriety of the action of party no.1 and vide order dated 7-03-1995, the CAT issued directions to the Government to consider the report of the conciliation officer dated 27-04-1994, within a period of three months and to decide as to whether the case of the workmen to be a fit case for reference to the Labour Court/Industrial Court and the Government of India referred the industrial dispute to the Tribunal for adjudication. It is also pleaded by the union that the action of party no. 1 in not regularizing the services of the workmen is highly unjustified, illegal and contrary to the Rules framed by the Railway Board and the workmen are entitled for absorption and regularization as permanent employees of Railways and to get all the consequential benefits with retrospective effects.

4. The party no.1 in their written statement has pleaded inter-alia that the workmen had been every year

approaching them to utilize their services as seasonal casual labour during summer season and depending on their need, they were engaging some of the workmen during the summer season as seasonal casual watermen/women and the maximum period of their engagement was for a period of 90 days every year and the need to continue them after summer season had never been there and the requirement of hot season casual labour and period of engagement varied from year to year and therefore, it is not correct to say that all the 229 workmen were engaged every year and the claim of the workmen that they had acquired a temporary status is a matter of record and a seniority list of casual labours, who had been working during summer season in Nagpur Division of Commercial Department was maintained, basing on the number of days of services done by them and from the said list, persons were engaged as hot season workman as per their seniority in summer season only and for the purpose of regularization, the instructions contained in Railway Board's letter No. E(NG) II/77/CL/N/4 dated 24-07-1979 have to be observed according to which, the casual labours engaged seasonally viz., water carrier, watermen/women are to be considered for screening for absorption alongwith others, based on their total length of service and for regularization of casual labours from the seniority list, the procedure prescribed in Rule 2006 of 'Indian Railway Establishment Manual' is required to be followed and according the said Rule, "Absorption of casual labour in regular Group 'D' employment may be considered in accordance with instructions issued by the Railway Board from time to time and such absorption is, however, not automatic but is subject, inter-alia, to availability of vacancies and suitability and eligibility of individual casual labour and rules regarding seniority unit method of absorption etc. decided by Railway Administration" and as per the instructions, casual labours have to be screened, depending on the regular vacancies and other casual labours who have put in more casual service than the hot season casual labour are awaiting regularization against permanent posts for want of vacancies and the hot season workmen will be regularized as per the above instructions on their turn and they have no knowledge about forwarding of the application of Smt. Hemlata to Chief Medical Superintendent, Central Railway or the endorsement made on such application and the circular of the Railway Board dated 20-12-1985 does not relate to regularization of casual labour and the instructions quoted in para 6 of statement of claim in this regard are contained in para 2007 of Indian Railway Establishment Manual-Vol. II, under the caption "Employment of Casual Labour in skilled categories" and the workmen are not skilled casual labours and hence the said instructions are not applicable to them and the workmen are therefore not legally entitled or eligible to get regular

vacancies permanently on the basis of continued or broken service as per the said instructions and sub-rule 4(a) of Rule 2007 is not applicable to the present dispute and the union is misinterpreting the instructions contained in the said sub-rule and confusing the court and there is no provision for grant of, weightage to seasonal or other casual labours and as per Railway Board's letter no. E(NG) II-79-CL/2 dated 03-03-1982, the number of casual labour to be placed on the panel shall be equal to the actual number of vacancies and there is no provision in Railways to issue employment service card and number of days of service of casual labour is computed from the paid pay bills and muster rolls relating to the respective stations where the seasonal labourers were engaged and at this distant date, it is neither feasible to produce such records nor it is relevant to the present issue and no service cards to seasonal labourers were issued at any point of time and as such, production of service cards of the workmen does not arise and the demand of production of documents is irrelevant and the workmen are not entitled for any relief.

5. Besides placing reliance on documentary evidence, both the parties led oral evidence in support of their respective claims. Two witnesses, namely, Smt. Hemlata Bagde and Sk. Farid were examined on behalf of the workmen. Party no. 1 examined Chacko Thomas, the Assistant Personnel Officer, Central Railway, Nagpur as a witness.

6. It is necessary to mention here that during the hearing of the reference, it came to light that a large number of workmen out of the 229 workmen as per the list furnished with the letter of reference were already regularized by party no.1. However, this Tribunal after consideration of the materials on record including the evidence adduced and the submissions made by the parties passed the award on 21-09-2007, answering the reference in favour of the workmen and directing the management/Divisional Manager, Central Railway, Nagpur to absorb the remaining eligible hot season workmen/women/casual labourers as per the list in terms of the letters of Railway Board dated 20-12-1985 and 24-07-1979 and Rule 2006 of the Manual Scrupulously.

7. Being aggrieved by the award, the party no. 1 filed writ petition no.1392 of 2008 before the Hon'ble High Court of Judicature of Bombay, Nagpur Bench and the Hon'ble High Court by order dated 01-10-2008 was pleased to quash and set aside the award dated 21-09-2007 and remanded back the reference for fresh trial in accordance with law with certain directions and by allowing the party no. 1 to file appropriate affidavit of competent officer disclosing all relevant details.

8. As per the direction of the Hon'ble High Court, party no. 1 filed the affidavit of witness, Ashok Kumar

Nema, the Divisional Personnel Officer, Central Railway, Nagpur and he was duly cross-examined by the other side. One Smt. Saroj Ravikumar Gawande was examined as a witness on behalf of the workmen and was cross-examined by party no.1.

9. After taking into consideration the evidence on record and the submissions made by the parties, this Tribunal passed the Award on 06-11-2009 again, answering the reference in favour of the workman in the following terms:-

“The management/Divisional Manager, Central Railway, Nagpur is directed to absorb all the 229 petitioner as per list attached with the reference except who are dead (Whose sl. nos. are mentioned in the award) in terms of the letter of the Railway Board dated 20-12-1985 and 24-07-1979 (inadvertently mentioned as 24-07-2001 in the ordering portion of the award) and as per rule 2006 of the Railway Manual Scrupulously.”

10. The party no.1 being aggrieved by the award, again approached the Hon'ble High Court Judicature at Bombay, Nagpur Bench by filing writ petition no. 2855/2010 for redress, making only 75 workmen out of the list of 229 workmen as respondents. The Hon'ble High Court by order dated 01-04-2011 was pleased to quash and set aside the award only to the extent of the claims of 74 persons. The Hon'ble High Court was pleased to pass the following orders:—

“6. In the result, the Award dated 05-11-2009 impugned in this petition is quashed and set aside only to the extent of the claims of 74 persons, whose list is placed on record along with Civil Application no. 2958 of 2010. The matter is remitted back to the CGIT for decision a fresh in accordance with law. The R & P be sent back immediately to the CGIT. Upon receipt of the R & P, the CGIT shall direct issuance of notices to all these 74 persons by paper publications. The said persons be permitted by the CGIT to file their statements of claims supported by the affidavits. The CGIT shall also permit the petitioner to file his reply to such statements of claims. There upon, the parties shall be permitted to lead evidence in support of their claims. After completion of the pleadings, the CGIT shall decide the matter in accordance with law, within a period of six months. The parties are directed to appear before the CGIT on 25-04-2011.

7. Rule is made absolute in above terms. No order as to costs.”

11. As per the direction of the Hon'ble Court in writ petition no. 2855/2010, notices were issued to the 74 workmen as per list, (attached to the award as annexure 'B') by publication of the notice in the local daily newspaper “Lokmat” dated 27-07-2011. In response to such notice, only 18 (eighteen) workmen, whose names and other details are furnished below filed individual statements of claims.

Sr. No.	Name of the workmen	Serial no. in the list of 229 workers furnished with the reference	Serial no. in the list of 74 workmen furnished before Hon'ble Court in WP no. 2855/2010
1.	Chimalnan Hagu More	99	15
2.	Suresh @ Suraj Uddeswar Meshram	116	22
3.	Saroj Ravikumar Gawande	117	24
4.	Parwatibai Zitru Gaikward	123	29
5.	Hajra Begum D/o. Yasim Khan	124	30
6.	Shakuntala Banwarilal Gupta	127	33
7.	Manorama Sadashiv Harane	125	31
8.	Girijabai Gulab Moon	130	36
9.	Rambhau.S/o. Jaganath Shirsat	134	39
10.	Raju Yashwantrao Mohite	135	40
11.	Vinod Mangal Yerwar	136	41
12.	Sanjay Kusumba Meshram	140	43
13.	Devidas Pannalal	150	49
14.	William John	154	50
15.	Akhtar Ansari	156	51
16.	Mohd. Ashfaq	160	53
17.	Ajay Anand Chaudhary	183	60
18.	Arun Nilkanth Iliatkar	212	71

It is necessary to mention here that as the rest 56 workmen neither appeared nor filed any statement of claim, order was passed on 12-09-2011 to proceed with the case only in respect of eighteen workmen as mentioned above.

12. Though, the eighteen workmen have filed individual statement of claim, the contents of all the statements of claims are exact and the same, except the

period of their working days and in some cases the nature of the work done by them. For better appreciation, the date of appointment, nature of work done and total days of working of the said workman is furnished below in a tabular form separately. The case of all the eighteen workmen as per their statements of claims is that as per the circular of Railway Board, dated 24-07-1979, the casual water carriers employed during summer season are eligible for temporary status on completion of 120 days of continuous employment and in the said letter, it is also mentioned that every water carrier should be considered for scrutiny for absorption along with others, based on their total length of service and it is obligatory on the part of party no. 1 to maintain casual labour live register division wise and also to maintain supplementary casual live register and as per letter, dated 08-12-1988, the regularization will continue as per turn according to seniority, based on number of days put in by casual labours and it is also mandatory that in case of vacancies, the persons should be informed by registered post with acknowledgement due, to appear for consideration for absorption by scrutiny in group 'D' post and during the pendency of this reference, the Hon'ble Railway Minister made a statement in the Parliament for regularization of 56,000 casual labours and accordingly, policy decision was taken by Railway Board to regularize its casual labours and accordingly, out of the 229 workmen, more than 150 workmen were regularized by party no.1, but they were not regularized and at present, more than one lac vacancies are there with party no. 1 and recently around 1000 vacancies of group 'D' were advertised by party no.1 for recruitment and despite the fact that they are some of the senior most employees, party no.1 instead of taking them in service, took number of workers, who had put lesser number of days of work than them and letter issued by party no. 1 dated 08-02-2001 shows that 4 employees having worked for less number of days than themselves and whose names are also there in the list submitted with the reference were regularized and their names were not considered by party no. 1, which shows arbitrariness and in a similar manner, in last 15 years, party no. 1 has regularized services of number of junior persons over looking their legitimate claim of regularization and the reasons of overage, unsuitability and the other reasons shown by party no.1 for their non-regularization are totally illegal, unwarranted and baseless and the party no.1 had regularized other casual workers aged about 50 years and during the pendency of the reference, the said workmen have already been retired from service and the action of the party no. 1 in not regularizing them is arbitrary, unjust and improper and they are entitled to be regularized in service from the date of reference and to get all other benefits at par with permanent employees.



Name of workman/ work women	Date of appointment	Days of work	“Specific case of workman
1	2	3	4
Parvatibai Zitru Gaikward	17-04-1983	550	She was called for submitting documents and personal details which she submitted in June, 1994, but party no.1 shown her not eligible giving reason that she is overage, but she was first appointed on 17-04-1983 and at that time she was aged 32 years and she being belonging to Schedule Caste, the age limit for entry into service was 35 years and she also passed medical examination conducted by party no.1 and was issued with a certificate regarding said medical examination and a certificate was also issued by office to Carriage Wagon Superintendent, Central Railway, Nagpur on 01-07-1992 showing that she worked from 15-04-1992 to 25-06-1992 and similar certificate was issued in her favour for working seasons 1983 to 1989 and in the year 1990, Station Master, Rajura and she had submitted her caste certificate to party no.1.
Shakuntala Banwarilal Gupta	10-05-1988	283	She appeared for medical examination on 13-02-1989 and she passed her medical examination and accordingly certificate was issued to her and she was called for submitting documents and personal details which she submitted in June, 1994, however, the party no. 1 shown her not eligible giving reasons that she was “unsuitable in 1998” and the Chief Medical Superintendent, Central Railway, Nagpur issued her certificate showing that she worked at Central Railway hospital, Nagpur during 1988 to 1992.
Saroj Ravikumar Gawande	23-04-1983	865	She was called for submitting documents and personal details, which she submitted on 22-06-2001 but she has been shown her not eligible giving reason that her name was not found in the list. She has studied upto 12th standard and she was first appointed on 23-04-1983, when she was aged 23 years. She also passed medical examination conducted by party no.1 on 01-06-1990 and party no.1 also issued her certificate regarding her employment and a certificate was issued by office of Superintendent (Personnel) Central Railway, Nagpur on 12-07-1983, showing that she worked during 23-04-1983 to 27-06-1983 and similar certificates were also issued in her favour for seasons 1984, 1985, 1988, 1989 and 1991 and she was asked by party no. 1 to remain present at Nagpur Station by issuing letter in the year 1990, 1991, 1992 and 1993 and she belonged to Schedule Caste community and she had submitted her caste certificate to party no.1.
Suresh alias Suraj Uddeshwar Meshram	04-04-1986	601	He was called by party no. 1 for medical examination on 09-08-90 and he passed the medical examination on 20-08-1990 and he also submitted documents regarding employment whenever demanded by party no. 1 and Station Superintendent, Central Railway, Nagpur issued a certificate on 10-08-1987 showing that he worked during 04-04-1986 to 25-07-1987 and such certificates were also issued in his favour for the seasons 1988, 1989, 1990 and 1991 and he also submitted his Schedule Caste certificate.

1	2	3	4
Manorama Sadashiv Harane	26-03-1984	500	She was called by party no. 1 for medical examination on 18-07-90 and accordingly she appeared for such medical examination and physical fitness certificate was given to her and she studied upto 7th standard and she was aged about 21 years and a certificate was issued by the office of the Superintendent (Co-ord.) and PWI (C), Central Railway, Nagpur in 1984, showing that she worked during 26-03-1984 to 18-04-1984 and similar certificates were issued in her favour for seasons 1989, 1990, 1991 and 1992 and she belongs to Schedule Caste community and had submitted her caste certificate to party no.1.
William John	4-06-1986	478	He was called for screening on 18-11-1993 as per letter dated 27-10-1993 and he also appeared in the screening and was asked for submission of documents and personal details which he submitted on 18-11-1993 and he appeared for medical examination on 26-07-1988 and passed the medical examination and the certificate of physical fitness was issued on the same day and a certificate was issued by office of Station Superintendent Central Railway Nagpur on 11-10-1987 showing that he worked during 23-04-1987 to 31-07-1987 and similar certificates were also issued for seasons 1988 to 1991.
Akhtar Ansari	4-06-1986	473	That he has studied upto VIII Standard and he was first appointed on 04-06-1986, when he was aged about 22 yrs. and he also passed medical examination conducted by party no.1 on 01-08-1988 and certificate to that effect was issued and a certificate was issued by office of Station Superintendent Central Railway, Nagpur on 29-03-1988 showing that he worked during 04-06-1986 to 28-06-1986 and similar certificates were also issued for seasons 1987 to 1991. He belongs to OBC community and he also submitted his caste certificate to party no. 1.
Mohd. Ashfaq	30-03-1987	476	That he was called for submitting documents and personal details which he submitted on 13-02-1997 and he has studied up to 10th standard and he was first appointed on 30-03-1987 when he was aged about 24 years and he also passed medical examination conducted by party no.1 on 03-08-1988 and certificate to that effect on the same day. A certificate was issued by office of Station Superintendent Central Railway, Nagpur on 19-09-1987 showing that he worked during 30-03-1987 to 31-07-1987 and similar certificates were also issued for seasons 1988 to 1991.
Vinod Mangal Yerwar	5-04-1986	400	That he was called for submitting documents and personal details which he submitted on 21-10-2002 and he has studied upto 8th standard and he was first appointed on 05-04-1986 when he was aged about 18 years and he also passed medical examination conducted by party no. 1 on 16-04-1990 and certificate to that effect was issued. A certificate was issued by office of Chief Medical Superintendent Central Railway, Nagpur on 28-03-1989 showing that he worked during 27-04-1988 to 30-06-1988 and similar certificates were also issued for seasons 1989 to 1992.

1	2	3	4
Girijabai Gulab Moon	15-04-1984	400	That she was called for submitting documents and personal details vide letter dated 26-11-1993 and she submitted the documents and he also passed medical examination conducted by party no. 1 on 03-12-1990 and certificate to that effect issued. A certificate was issued by office of superintendent (Personnel) Central Railway, Nagpur on 30-06-1986 showing that he worked during 16-04-1986 to 23-04-1986 and similar certificates were also issued for seasons 1988 to 1992. She belongs to Schedule Caste community and had submitted her caste certificate to party no. 1.
Rambhau Jagannath Sirsat	2-04-1983	800	That he was called for submitting documents and personal details vide letter dated 26-10-1993 and he submitted the documents on 19-11-1993 and he also passed medical examination conducted by party no. 1 on 11-02-1989 and certificate to that effect issued on the same day. He has studied upto IXth Standard. A certificate was issued by office of superintendent (Personnel) Central Railway, Nagpur on 13-07-1983 showing that he worked during 2-04-1983 to 27-06-1983 and similar certificates were also issued for seasons 1984 to 1993 by Divisional Medical Officer and Chief Medical Superintendent. He belongs to Schedule Caste community and had submitted his caste certificate to party no.1.
Raju Yeswantrao Mohite	23-04-1987	435	He passed medical examination conducted by party no.1 on 19-04-1989 and certificate to that effect issued on the same day. He has studied upto IXth standard. A certificate was issued by Chief Medical Superintendent, Central Railway Nagpur on 22-06-1987 showing that he worked during 23-04-1987 to 19-06-1987 and similar certificates were also issued for seasons 1988 to 1992.
Sanjay Kusumba Meshram	16-04-1987	500	He passed medical examination conducted by party no.1 on 12-07-1989. A certificate was issued by office of superintendent (Personnel) Central Railway Nagpur on 26-06-1987 showing that he worked during 15-05-1987 to 19-06-1987 and similar certificates were also issued for seasons 1988 to 1993. He belongs to Schedule Caste community and had submitted his caste certificate to party no.1.
Ajay Anand Chowdhary	30-03-1986	435	He passed medical examination conducted by party no.1 on 30-07-1988. He has studied upto IXth standard. Certificates were issued by office of Station Superintendent, Central Railway, Nagpur showing that he worked during 1987 to 1991.
Hajra Begum	1-04-1984	607	She passed medical examination conducted by party no.1 on 13-02-1989 and certificate to that effect issued. Certificates were issued by Divisional Medical Officer Central Railway, Nagpur showing that she worked during 1984 to 1993.
Devidas Pannalal	4-06-1986	400	He passed medical examination conducted by party no.1 vide medical certificate no. 188470 in 1990. A certificate was issued by office of Station Superintendent, Central Railway Nagpur through passenger amenity Supervisor Central Railway, Nagpur on 21-01-1997 showing that he worked during April 1989 to June 1991.

1	2	3	4
Chimanlal Hagu More	4-06-1986	500	He passed medical examination conducted by party no.1 on 5-09-1991. The party no.1 also called him for interview along with documents on 27-10-1993. Certificates were issued by office of Station Superintendent, Central Railway, Nagpur on 29-03-1989, 26-03-1990 and 5-03-1992 showing that he worked during April 1988 to June 1991.
Arun Nilkanth Ilaiatkar	21-05-1979	465	That he was called for submitting documents and personal details on 18-11-1993 and he submitted the documents on the same day. He also passed medical examination conducted by party no.1 on 23-07-1988 and certificate to that effect issued on 05-08-1988. Certificates were issued by office of Work Inspector, Station Superintendent, Central Railway, Nagpur on 4-04-1989, 11-09-1989, 4-03-1990 and 3-03-1992 showing his work.

13. The party no. 1 also filed separate written statement in answer to the 18 statements of claims filed by the workmen. However, the main contentions in all the written statements are the same. It is pleaded by the party no. 1 that the scheme of decasualisation was introduced by the Railway, as per the Railway Board's letter no. 3-09-1996, for the casual labours who were on roll as on 30-04-1996 and the eligible persons fulfilling the criteria were called for screening and persons found suitable were regularised and the circular of the Railway Board dated 8-1-1988 is not applicable to the facts of the cases of the workmen and the said circular is regarding maintenance of live register and supplementary live register and the said live register is required to be maintained for the casual labours, who had discharged from duties before 1-10-1981 and not re-engaged thereafter and as the workmen have claimed their engagement after 1-10-1981, the said circular has no application to their cases and that even assuming, but not admitting that the 18 workmen were working as casual labours as claimed by them, they are over age as on today, as because, as per the instruction, the upper age limit for general candidates is 40 years, 45 years in case of SC/ST candidates and 43 years for OBC and therefore, the workmen are not entitled for regularization and as per Railway Board's letter dated 28-02-2001, the casual labours, who were found suitable as per the condition laid down in the said circular and according to the said circular, the name of the casual labour should be available in the register and the upper age limit should be 40 years for general candidates, 45 years in case of SC/ST candidates 43 years for OBC candidates and as the name of the 18 workmen were not in any official record, the workmen were not called for screening and the workmen/women, who were eligible as per the scheme introduced by the Railway Minister for discasualisation were called for consideration for absorption by scrutiny in group 'D' post and as the name of the workmen were not found in live register of the Railway Administration at any

point of time, there was no occasion to call them for regularization and the recruitment to the vacancies to the regular post of group 'D' were advertised by the Railway Recruitment Board, In consonance with the Rules and Guidelines and instructions and directions of the Hon'ble Apex Court in various judgments and the 18 workmen want for regularization through backdoor entry and the workmen were not senior most employees and it is not true that number of workers, who had put in less number of days of service than them were regularized and its action was not arbitrary or illegal and the workmen are not entitled to any relief.

14. Besides placing reliance on the documents, all the 18 workmen have examined themselves as witnesses in support of their respective claims. The workmen have reiterated the facts mentioned in their respective statement of claim, in their examination-in-chief, which are on affidavit. They have also proved their respective certificates, copy of the medical examination certificate and other documents issued in their favour by the Railway authorities. During the cross-examination of the workmen, it was tried to show that no seniority list of watermen/waterwomen was prepared by the party no. 1 and that the 18 workmen did not work with party no. 1 and they were not regularized as their names were not found in the official records and they all are over aged at present, for regularization and the documents produced by them are bogus documents.

15. One Shri Narendra Digamber Gangurde, the Divisional Personnel Officer, Central Railway, Nagpur has been examined as a witness on behalf of the party no.1. Witness Shri Gangurde in his examination-in-chief, which is on affidavit has specifically stated that the written statement filed on 01-04-1996 by party no. 1 was signed by Dr. N.C. Meshram, the then Sr. Divisional Personnel Officer, Central Railway, Nagpur and the contents of the said written statement are true and correct. This witness has further stated in his affidavit that the contents of the

affidavit filed by Shri Chako Thomas on 29-01-2001 and the affidavit of Shri A.K. Nema on 16-01-2009 are true and correct and the affidavit filed by him (Shri Gangurde) be treated as in addition to the affidavits filed earlier by the then Divisional Personnel Officer. This witness has further reiterated the facts mentioned in the written statement, in his evidence. He has also proved the circulars of Ministry of Railways dated 08-12-1988, 25-04-1986 and 28-02-2001 as Exts. M-VIII, M-IX and M-X respectively and the circular issued by the DRM, Central Railway, Nagpur dated 25-05-2001 as Ext. M-XI. He has also proved some other documents as Exhibits. In his cross-examination, this witness avoided to give answers to vital questions put to him on the pretext of non-availability of the documents in the office.

It is necessary to be mention here that in the written statement filed by the party no.1 at the first instance, it has been mentioned that all the 229 workmen as per the list furnished with the reference, had been approaching party no. 1 every year to utilize their services as seasonal casual labour during summer season and party no.1 depending on the need, engaging the required number of workmen, out of them during the summer season and the acquiring of temporary status is a matter of record and seniority list of casual labours, who had worked during summer season in Nagpur Division of Commercial Department was maintained based on the number of days of services put in by them and from this list, persons were engaged as hot season workmen in commercial department as per their seniority in summer season only. It is also mentioned in the said written statement that the hot season workmen will be regularized as per the instructions contained in the circular of Railway Board's letter no. E(NG) II/77/CL/N/4 dated 24-07-1979 and the number of days of service of casual labour was computed from the paid pay bills and muster rolls relating to seasonal casual labourers were maintained by the respective Sr. Subordinate of the respective stations, where they were engaged. It is never pleaded by party no. 1 that such documents were already destroyed. The party no. 1 has not produced such documents. Hence, much importance cannot be attached to the evidence of the witness examined by party no. 1.

It is clear from the pleadings of the parties, the evidence on record and the examination-in-chief on affidavit of witnesses, Chako Thomas and Ashok Kumar Nema that the eighteen workmen had worked as hot season waterman/women for more than 120 days in aggregate and they had acquired temporary status as per letter no. E(NG) II/83/CL/117 dated 25-01-1985.

16. At the time of argument, it was submitted by the learned advocate for the party no. 1 that the exercise of decasualisation was to be done in respect of the casual labours on the roll as on 30-04-1996 and accordingly screening of the casual labours was done and persons

found eligible and suitable were regularized and the names of the present 18 workmen were not in the live register or any other document, so there was no question of consideration of their regularization and all the 18 workmen are already over aged and they are not entitled to age relaxation, as their names were not at all on roll and the workman are not entitled for any relief.

17. In reply, it was submitted by the learned advocate for the workmen that in the first written statement filed by the party no. 1, the days of work and the first date of appointment of the 18 workmen have not been denied and it is clear from the pleadings made in paras 2, 3, 11 and 13 of the said written statement that party no. 1 has admitted about the working of the workmen as hot season watermen/women and though party no. 1 has pleaded about the existence of seniority list of watermen/women, muster roll and pay bills, such documents have not been produced and maintenance of live register is the responsibility of the party no. 1 and if such register is not maintained and even if maintained, but not properly maintained, then party no. 1 cannot be allowed to take the advantage of its own wrong and the workmen cannot be punished for such wrong committed by the party no. 1 and it is clear that all the 18 workmen were medically examined and found fit for work and it is also clear from the materials on record that junior persons than the 18 workmen have been regularized and as per Railway Board's letter no. E (NG) II/77/CL/N/4 dated 24-07-1979, E (NG) II-81/CL/117 dated 26-05-1982, E (NG) II/83/CL/117 dated 25-01-1985 and Rule 2006 of Indian Railway Establishment Manual Vol.II ("Rule 2006" in short), the workmen are entitled for regularization in service after relaxation of their age and the grounds taken by party no. 1 for their non-regularization are not tenable.

18. Before dealing with the contentions raised by the learned advocate for the parties, I think it apposite to mention about the letters and Rule mentioned above.

Railway Board's letter dated 24-07-1979 provides that:-

“Subject : Grant of temporary status and screening of Casual Labour who have more than 120 days Service in broken periods—  
Casual Labour in Hot weather Establishment:—

The question of grant of temporary status after 120 days continuous service and the benefit of screening of the casual labour in the Hot Weather Establishment has been under the consideration of the Ministry of Railways for some time past. Since the casual labour in hot weather establishment such as watermen, Punkha-pullers etc. are generally engaged for short durations during summer for period not exceeding four months, the question of granting temporary status in terms of Board's Letter no. PC-72/RLT-69/3(i) dated 12-03-1973 should not normally arise.



For regular absorption, they may be screened alongwith others based on the total length of their service as casual labour in terms of Ministry of Railways letter No.E (NG) II/ 76/CL/67 dated 01-12-1977. This is in supersession of Ministry of Railway's letter No. E (NG)II/74/CL/7 dated 09-01-1975 addressed to Northeast Frontier Railway. This also disposes of Northern Railway's letter no. 220-E/190-X(EIV) dated 20-08-1978."

Railway Board's letter dated 26-05-1982 says that:—

"The Ministry of Railways vide their letter no. E (NG)II/77/CL/N/4 dated 24-07-79 had decided that casual labour in hot weather establishment such as waterman, punkha pullers etc. who are generally engaged for short durations should be screened for regular absorption alongwith others based on the total length of service as casual labours. At the PNM meeting held with AIRF on 19/20th March 1982, the representatives of the Federation pointed out that seasonal waterman were not being absorbed on the Rlys. and vacancies existing in various sheds and depots are not being filled due to ban on recruitment of casual labour. The Board wish to reiterate that eligible seasonal waterman should be screened alongwith others for regular absorption in class IV."

Railway Board's letter dated 25-01-1985 says that:—

"Subject :-Grant of regular scale of pay to casual labour engaged as watermen during summer season.

In the meeting held on 12th August, 1983 and subsequently on 30th July, 1984 with the staff side of the Department Council of the JCM, the staff side demanded that services rendered by the casual watermen in spells every year should be aggregated for the purpose of eligibility for regular scale of pay etc. Similar proposal has also been received from some of the Railway Administrations.

2. The Ministry of Railways has examined the matter in the light of instruction contained in their No. E(NG)II/ 80/CL-25 dated 21-10-80 and 02-04-81. They have now decided that the casual watermen employed in the summer seasons should be eligible for temporary status on completion of 120 days of continuous employment. For the purpose of counting the total number of days of continuous employment various spells of engagement as casual watermen may be aggregated provided the gap between any two spells of employment has been caused due to the season being over and/or there being no work for them in such establishment provided further that if a person engaged in the previous year is given an opportunity to work in the same hot weather establishment in the subsequent year but he fails to avail of that opportunity, he will have to start afresh in the event of his being so engaged again on any future occasion.

3. These orders will be effective from the summer season of the current calendar year (1985). In other words they will apply only to casual watermen to be engaged during in summer season of the current year and for such engagement in future years.

4. This issues with the concurrence of Finance Directorate of the Ministry of Finance."

Rule 2006 reads as follows:—

"Absorption of Casual Labour in regular vacancies.—Absorption of casual labour in regular Group 'D' employment may be considered in accordance with instructions issued by the Railway Board from time to time. Such absorption is, however, not automatic but is subject, inter-alia, to availability of vacancies and suitability and eligibility of individual casual labour and rules regarding seniority unit method of absorption etc. decided by the Railway Administration.

(ii) (a) Casual watermen for summer season shall be eligible for temporary status on completions of 120 days of continuous employment.

(b) For this purpose, various spells of engagement as casual water man may be aggregated provided the gap between two spells of employment has been cause due to season being over and/or there being no work for them in such establishment provided further that if a person engaged in the previous year is given an opportunity to work in the same hot weather establishment in the subsequent year but he fails to avail of that opportunity, he will have to start afresh in the event of his being so engaged again in future seasons. These provisions are effective from the summer season of 1985. [E(NG)II/83/CL/ 117 dated 25-01-85]

(iii) As long as it is established that a casual labour has been enrolled within the prescribed age limit, relaxation in upper age limit at the time of actual absorption should be automatic and guided by this factor. In old cases where the age limit was not observed, relaxation of age should be considered sympathetically. The DRM's may exercise such power to grant relaxation in age limit.

19. So far the contentions raised by the learned advocate for the party no. 1 that the names of the 18 workmen were not found in the live register or any other document of the party no. 1 and as such their cases for regularization were not considered is concerned, I find no force in the said contention. It is already mentioned earlier that from the pleadings of the parties, documents on record and evidence of the witnesses examined by the party no. 1 that the eighteen workmen worked as hot season workmen/women for more than 120 days in aggregate and they had acquired temporary status. At this juncture, I think it necessary to mention about the evidence of Shri A.K. Nema. According to his evidence on affidavit, only the names of workmen, namely, Suraj Uddeswar Meshram,



Sanjay Meshram and Akhtar Ansari were not in the live register. It is also mentioned in his affidavit that workwoman, Girijabai was found suitable but did not report, workman Devidas Pannalal was not within the zone of consideration and other 13 workmen were not eligible for regularization. Such evidence of witness, A.K. Nema shows that only the names of three workmen were not in the live register, which demolished the claim of the party no.1. Moreover, the live register produced by party no. 1, (Ext. M-VIII) shows only the name of 19 workers, which clearly shows that the said register has not been properly maintained so no reliance can be placed on the same. As the party no. 1 has not produced the required documents and there is no proper maintenance of the live register, it is not possible to accept the contentions raised by the learned advocate for the party no. I. As per rule 2006, the workmen are also entitled to age relaxation, as they were enrolled within the prescribed age limit.

From the materials on record and the discussions made above, it is held that the 18 workmen are entitled for regularization in service against permanent post from the date of the regularization of the immediate junior of each workman, according to the seniority list prepared in respect of the hot season workmen/women. However, taking into consideration the facts and circumstance of the case and the admission of workmen/women about their engagement

in other gainful employment, the workmen are not entitled to back wages.

As the rest 56 workmen, out of the list of 74 workmen neither appeared in the case nor filed any statement of claim nor contested the case, it is necessary to pass a “no dispute” award against them. Hence, it is ordered:—

### ORDER

(1) The action of the Divisional Railway Manager, Central Railway, Nagpur in respect of the 18 (eighteen) workmen as mentioned in para 11 of the award in not regularizing their services is unjustified. The said 18 workmen are entitled for regularization in service against permanent post of group ‘D’ from the date of the regularization of the immediate junior of each workman, according to the seniority list prepared in respect of the hot season workmen/women with continuity. The workmen are not entitled to any back wages. The workmen who have attained the age of superannuation be nominally regularized in service and they be given the retirement benefits.

(2) In respect of the rest 56 workmen out of the list of 74 workmen, the award be treated as “no dispute” award.

J. P. CHAND, Presiding Officer

### Annexure-A

#### Case No. CGIT/NGP/70/2000

Central Railway

Deptt. Commercial

Nagpur Division

#### Seniority List of Hot Season Waterman/Waterwoman

Sr. No.	Name of the Hot season Waterman/Waterwomen	Initial appointment comm. Dept.	Total Days
1	2	3	4
1.	Smt. Hemlata Sakharam	12-04-81	1265
2.	Shri Sunil Dhaniram	03-04-82	964
3.	Shri Vinod Dhaniram	27-04-83	937
4.	Smt. Pramila Ramawatar	03-04-82	994
5.	Smt. Sewantabai Manik	17-04-84	659
6.	Shri Devidas Narayan	04-04-84	602
7.	Shri Kisan Laxman	03-04-84	592
8.	Shri Cetanand Pyarelal	06-05-84	600
9.	Shri Sunil Ganpat	28-04-87	584
10.	Shri Naresh Ramawatar	18-05-85	600
11.	Shri Sanjay Namdeo	28-04-87	600
12.	Shri Beniprasad Sukka	19-05-85	584

1	2	3	4
13.	Shri Anil Lalji	19-06-85	579
14.	Shri Mahadeo Babulal	19-06-85	579
15.	Shri Ramesh Bapurao	29-03-83	594
16.	Shri Durgaprasad Ramchandra	11-04-85	562
17.	Shri Rajnarayan Ramkharar	05-04-86	556
18.	Smt. Santa Sambha	01-06-84	555
19.	Shri Suresh Soma	06-04-86	555
20.	Shri Mudhir Madhukar	06-04-86	555
21.	Shri Rajeshwar Shamrao	06-04-86	551
22.	Shri Santilal Babulal	02-04-83	550
23.	Shri Suresh Shankar	19-06-84	550
24.	Shri Prabhakar Sambaji	16-04-86	549
25.	Shri Kishor Bapurao	06-04-86	548
26.	Sidheshwar Eknath	10-04-86	549
27.	Shri Kallu Dhannu	06-04-86	549
28.	Shri Tejandra Chitranjan	01-06-86	535
29.	Shri Ramesh Krishnarao	03-06-86	535
30.	Shri Banzamaniprasad Shulka	01-06-86	535
31.	Shri Suresh Brijilal	19-07-83	531
32.	Shri Priyajrao Sambaji	01-04-86	526
33.	Shri Ramesh Waman	01-05-85	525
34.	Shri Johni Michel	06-06-86	521
35.	Shri Madan Ramprasad	01-05-85	520
36.	Shri Ashok Ganpat Lokhande	06-06-86	519
37.	Shri Mahendra Raghunath	18-05-85	518
38.	Balraj Hiranman	04-06-86	516
39.	Shri Kishor Balgoving	02-06-86	514
40.	Shri Ramesh Laxman	05-06-86	514
41.	Shri Ashwini Patel	29-03-87	508
42.	Shri Anand Pundilik	05-06-85	508
43.	Shri Shiviaji Shashikant	06-06-86	507
44.	Shri Devendra Raghunath	01-04-87	-do-
45.	Shri Umeshprasad Raghusingh	01-04-87	-do-
46.	Shri Sk. Zahid Sk. Zashir	05-06-86	-do-
47.	Shri Jawahar Patel	04-06-86	-do-
48.	Shri Abdul Sk . Mussa	05-06-86	-do-

1	2	3	4
49.	Shri Basantkumar Parmanand	01-04-87	507
50.	Shri Nagseh Gyaneshwar	05-06-86	-do-
51.	Shri Anil Dewaji	04-06-86	-do-
52.	Shri Omprakash Battanarayan	04-06-86	-do-
53.	Shri Robinesh Laorus	04-06-86	-do-
54.	Shri Digambar Laxman	04-06-86	-do-
55.	Shri Ruplal Daulat	07-06-86	-do-
56.	Shri Ab. Ali Ab. Raheman	05-06-86	-do-
57.	Shri Rajesh Vithalrao	05-05-86	-do-
58.	Shri Sk. Ismail Sk. Hussain	05-06-86	-do-
59.	Shri Dipak Santosh	01-05-86	-do-
60.	Shri Prakash Tulshiram	04-05-86	-do-
61.	Shri Parkash Yashwant	04-06-86	-do-
62.	Shri Subhash Ramchanera	04-06-86	-do-
63.	Shri Ganesh Shamrao	04-06-86	-do-
64.	Shri Mahendra Singh Sukhdeosing	13-06-86	-do-
65.	Shri Mukesh Madhukar	05-06-86	-do-
66.	Shri Baldeoprasad Ramdulare	04-05-86	-do-
67.	Shri Ravi Sopan	06-06-86	-do-
68.	Shri Uttam Gopalrao	06-06-86	-do-
69.	Shri Rajesh Ramkrishna	04-06-86	-do-
70.	Shri Sanjay Motiram	09-04-85	-do-
71.	Shri Ramesh Laxman Bisne	04-06-86	-do-
72.	Shri Babu Jagat Naidu	04-06-86	-do-
73.	Shri Omprakash Sunderlal	06-06-86	-do-
74.	Shri Chandu Krishnarao	06-06-86	-do-
75.	Shri Manik Dashrath	06-06-86	-do-
76.	Shri Atul Bhaurao	05-06-86	-do-
77.	Shri Ajay Ramnath	19-05-86	-do-
78.	Shri Kishor Kishnrao	19-05-86	-do-
79.	Shri Sk. Afsal Sk. Rafiq	05-06-86	490
80.	Shri Jahir Rehimudullah	26-06-86	-do-
81.	Shri Munna Gyani	05-06-86	-do-
82.	Shri Anil Kashinath	06-06-86	-do-
83.	Sk. Satar Sk. Jaffir	04-06-86	-do-
84.	Shri Rajesh Ramlal	04-06-86	-do-

1	2	3	4
85.	Sk. Khalik Sk. Mohd.	04-04-86	490
86.	Shri Robert Eialy	05-06-86	-do-
87.	Shri Nandu Hemchand	04-06-86	-do-
88.	Shri Ravind Nathu	04-06-87	-do-
89.	Shri Rajesh Baratilal	06-03-87	-do-
90.	Sk. Farid Sharif Ahmad	05-06-86	-do-
91.	Shri Surendra Shriram	04-06-86	-do-
92.	Shri Madan Bhaurao	22-03-84	502
93.	Shri Gopi Nathu	04-06-86	-do-
94.	Shri Victor Yesu	04-06-86	-do-
95.	Shri Kashiram Baldeo	03-06-86	-do-
96.	Shri Vijay Kishanrao	03-06-86	-do-
97.	Shri Suresh Bhiwaji	03-06-86	-do-
98.	Shri Sunil Udhebhan	05-05-97	-do-
99.	Shri Chimanlal Heggu	04-06-86	-do-
100.	Shri Gulab Mouj	04-06-86	-do-
101.	Shri Parsaram Bhikka	19-12-83	-do-
102.	Shri Subhash Rambhau	19-06-86	-do-
103.	Shri Sanjay Gopichand	19-06-86	-do-
104.	Shri Sunil Motiram Pikata	07-06-86	-do-
105.	Shri Rubin Yakub	07-06-86	-do-
106.	Shri Ramsundra Dhaniram	17-06-86	-do-
107.	Shri Bharat Gorelal	05-06-86	-do-
108.	Shri Anil Hiralal	19-03-86	-do-
109.	Shri Manoj Udhebhan	05-05-86	-do-
110.	Shri Sunil Jaikisan	23-04-86	-do-
111.	Shri Dadarao Laxman	30-03-86	-do-
112.	Shri Sanjay Niwruiti	19-04-86	-do-
113.	Shri Shasikant Naratay	17-06-86	-do-
114.	Shri Yuraj Mahadeo	04-06-86	-do-
115.	Shri Suresh Udeswar	04-06-86	-do-
116.	Shri Rajesh Sukhdeo	04-06-86	-do-
117.	Smt. Saroj Ravikumar	18-04-83	865
118.	Smt. Nirmal Bapurao	13-04-84	968
119.	Smt. Gulshan Bee	16-04-85	608
120.	Smt Kusum Rajaram Tamskar	01-04-86	584

1	2	3	4
121.	Smt. Bhanumati Jagannath	15-04-84	608
122.	Smt. Sheela Bai Zadeo	01-04-79	1190
123.	Smt. Prarbatbai Zitru	17-05-83	550
124.	Smt. Hajrabegam Yasdmkhan	01-04-84	607
125.	Smt. Manoram Shadashiv	26-03-84	500
126.	Smt. Chandrakala Chindu	14-04-84	500
127.	Smt. Sakuntala Banwarilal	17-04-88	480
128.	Smt. Kasubai Jaysingh	20-05-84	506
129.	Smt. Styabhama Ganpat	14-04-89	400
130.	Smt. Girja Gulab	15-04-84	400
131.	Smt. Girja Shakharam	15-04-84	-do-
132.	Smt. Muliyabai Kunjilal	16-04-84	-do-
133.	Shri Satish Shankar	15-05-87	-do-
134.	Shri Rambhao Jannath	02-04-83	200
135.	Shri Raju Yeswant	23-04-87	400
136.	Shri Vinod Magal	05-04-86	-do-
137.	Shri Kishor Meshram	01-04-85	-do-
138.	Shri Viliyan Jakap Pal	26-05-84	900
139.	Shri Ramesh Dongro	16-04-84	500
140.	Shri Sanjay Meshram	16-04-87	-do-
141.	Shri Chandrakant Kale	16-04-86	400
142.	Shri Manohar Baliram	05-05-84	500
143.	Shri Rajendra Joshi	05-05-84	600
144.	Shri Sk. Aslam Sk. Rafiq	04-06-86	400
145.	Shri Manohar Chaitram	16-04-86	-do-
146.	Shri Subhas Kasinath	04-06-86	-do-
147.	Shri Ramdulare Mukka	04-06-86	-do-
148.	Shri Dewanand Sades Shiv	-do-	-do-
149.	Shri Zenaklall Dendoo	-do-	-do-
150.	Shri Devidas Pannalal	-do-	-do-
151.	Shri Ashok Ganpat Dongre	-do-	-do-
152.	Shri Sk. Salim Sk. Chand	-do-	-do-
153.	Shri Dharampal Jairam	-do-	-do-
154.	Shri Viliam John	-do-	-do-
155.	Shri Shyamsundar Dhaniram	-do-	-do-
156.	Shri Akbar Ansari	-do-	-do-

1	2	3	4
157.	Shri Raju Zitruji	04-06-86	-do-
158.	Shri Laxman Motiram	-do-	-do-
159.	Shri Govind Ramchand	-do-	-do-
160.	Shri Mohanand Aspak	30-03-87	-do-
161.	Shri Antony Philips	-do-	-do-
162.	Shri Dilip Laxman	-do-	-do-
163.	Shri Ramesh Laxman Randive	-do-	-do-
164.	Shri Viney Shivshankar	-do-	-do-
165.	Shri Gangaprasad Raghunath	-do-	-do-
166.	Shri Dina Meouji	-do-	-do-
167.	Shri Sanjay Vishwanath	-do-	-do-
168.	Shri Mohd. Nayum	-do-	-do-
169.	Shri Anil Manikrao	-do-	-do-
170.	Shri Kamlesh Balaprashad	-do-	-do-
171.	Shri Durgaprasad Sumer	-do-	-do-
172.	Shri Narayan Rama	-do-	-do-
173.	Shri Ramesh Kumar Mahadeo	30-03-86	-do-
174.	Shri Bharat Kunjilal	-do-	-do-
175.	Shri Jagdish Shrawan	-do-	-do-
176.	Shri Gohendra Shrawan	-do-	-do-
177.	Shri Raju Gendlal	-do-	-do-
178.	Shri Mohansing Bihari Singh	-do-	-do-
179.	Shri Ajaju Rehaman	-do-	-do-
180.	Shri Girish Babulal	-do-	-do-
181.	Shri Girwar Chotalal	01-04-89	-do-
182.	Shri Akram Ali	-do-	-do-
183.	Shri Ajay Anand	30-03-86	-do-
184.	Shri Arun Gyandeo	-do-	-do-
185.	Shri Ramdas Arjun	-do-	-do-
186.	Shri Sanjay Wasudeo	-do-	-do-
187.	Shri Suresh Mehadeo	-do-	-do-
188.	Shri Sunil Chintaman	-do-	-do-
189.	Shri Paul Albert	-do-	-do-
190.	Shri Prahlad Arjun Kale	-do-	-do-
191.	Shri Dilip Shroyare	-do-	-do-
192.	Shri Pramod Bhagwati	-do-	-do-



1	2	3	4
193.	Shri Ramesh Gulabrao	30-03-1986	400
194.	Shri Vijay Ramkrishna	-do-	-do-
195.	Shri Naresh Ajabrao	-do-	-do-
196.	Shri Raju Narayan	-do-	-do-
197.	Shri Nandlal Chetu	-do-	-do-
198.	Shri Ramesh Motiram	-do-	-do-
199.	Shri Suresh Buddhaji	-do-	-do-
200.	Shri Sitaram Ramlal	-do-	-do-
201.	Shri Ashok Raja	-do-	-do-
202.	Shri Arun Tulshiram	-do-	-do-
203.	Shri Anand Uttamrao	-do-	-do-
204.	Shri Sanjay Namdeo	01-04-087	-do-
205.	Shri Naresh Maroti	01-05-89	-do-
206.	Shri Sidhrath Meghraj	01-04-86	-do-
207.	Shri Baban Chendrabhan	01-04-86	-do-
208.	Shri Mukundlal Gorakhanath	03-08-87	-do-
209.	Shri Mahanand Bavichand	-do-	-do-
210.	Shri Bablu Edwed	-do-	-do-
211.	Shri Sunil Suryabhan	03-08-87	400
212.	Shri Arun Nilkanth	-do-	-do-
213.	Shri Rupchand Babulal	-do-	-do-
214.	Shri Gauttam Shamrao	-do-	-do-
215.	Shri Vijay Babulal	-do-	-do-
216.	Shri Maroti Sukhdeo	-do-	-do-
217.	Shri Ganesh Harichand	-do-	-do-
218.	Shri Manoj Gopichand	30-04-87	-do-
219.	Shri Ravindra Shaligram	-do-	-do-
220.	Shri Shasikar Bapurao	-do-	-do-
221.	Shri Kishor Amrut	-do-	-do-
222.	Shri Mukesh Ramchand	-do-	-do-
223.	Shri Laxman Bapurao	-do-	-do-
224.	Shri Mangal Nathu	-do-	-do-
225.	Shri Arun Vithalrao	-do-	-do-
226.	Shri Mahendra Sambhaji	-do-	-do-
227.	Shri Kairsingh Arjunsingh	-do-	-do-
228.	Shri Tuilsidas Mishralal	-do-	-do-
229.	Shri Manohar Pundalik	-do-	-do-

229 and all other Waterman working in under Nagpur Division, Nagpur, Centre Railway.

AJAY KUMAR, Desk Officer

**Case No. CGIT/NGP/70/2000**

Divisional Railway Manager,  
Central Railway, Nagpur

Versus

Smt. Hemlata Sakharam Bagade & others

**ANNEXURE - B**

- |  |                             |
|--|-----------------------------|
| 1. Smt. Hemlata Sakharam Bagade<br>Representative of Hot Season Waterman,<br>Central Railway,<br>C/o Tejram Sonkwar Jewellers & Co.<br>Wand No. 68, Ambedkar Marg,<br>Kamal Chowk, Nagpur. | 32. Chandrakala Chindu      |
| 2. Durgaprasad Ramchandra  | 33. Sakuntala Banwarilal    |
| 3. Ranjanarayan Ramkharan  | 34. Kasubai Jaysingh        |
| 4. Prabhakar Sambhaji  | 35. Satyabhama Ganpat       |
| 5. Anand Pundlik   | 36. Girja Gulab             |
| 6. Devendra Raghunath  | 37. Girja Shakharam         |
| 7. Basant Kumar Parmanand  | 38. Muliya Bai Kunjilal     |
| 8. Omprakash Badrinarayan  | 39. Rambhao Jannath         |
| 9. Prakash Yashwant  | 40. Raju Yashwant           |
| 10. Rajesh Ramkrishna  | 41. Vinod Magal             |
| 11. Sk. Khalik Sk Mohd.  | 42. Viliam K. Pal           |
| 12. Nandu Hemchand   | 43. Sanjay Meshram          |
| 13. Kashiram Baldeo  | 44. Chandrakant Kale        |
| 14. Sunil Udaybhan   | 45. Manohar Baliram         |
| 15. Chimanlal Haggu  | 46. Manohar Chaitram        |
| 16. Gulab Moujke   | 47. Ramdulare Mukka         |
| 17. Anil Hiralal   | 48. Zanaklal Dendoo         |
| 18. Manoj Udhebbhan  | 49. Devidas Pannalal        |
| 19. Dadarao Laxman   | 50. Viliam John             |
| 20. Sanjay Nivruti   | 51. Akbar Ansari            |
| 21. Shasikant Narstay  | 52. Govind Ramchand         |
| 22. Suresh Udheswar  | 53. Mohammed Aspak          |
| 23. Rajesh Sukhdeo   | 54. Sanjay Vishwanath       |
| 24. Saroj Ravikumar  | 55. Kamlesh Balaprashad     |
| 25. Gulshan Bee  | 56. Durgaprasad Kumar       |
| 26. Kusum Rajaram Tamaskar   | 57. Gohendra Shrawan        |
| 27. Bhanumati Jaganath   | 58. Raju Gendlal            |
| 28. Sheela Bai Yadeo   | 59. Mohansingh Bihari Singh |
| 29. Parbatabai Zitru   | 60. Ajay Anand              |
| 30. Hajrabegum Yasimkhan   | 61. Arun Gyandeo            |
| 31. Manoram Shadashiv  | 62. Ramdas Arjun            |
|  | 63. Paul Albert             |
|  | 64. Pramod Bhagwati         |
|  | 65. Suresh Buddaji          |
|  | 66. Ashok Raja              |
|  | 67. Arun Tulsiram           |
|  | 68. Sanjay Namdeo           |
|  | 69. Naresh Maroti           |
|  | 70. Sunil Surabhan          |
|  | 71. Arun Nilkanth           |
|  | 72. Rupchand Babulal        |
|  | 73. Mukesh Ramchand         |
|  | 74. Mangal Nathu            |
|  | 75. Manohar Pundlik         |

J. P. CHAND, Presiding Officer

नई दिल्ली, 10 मई, 2012

**का.आ. 1938.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियेन्टल बैंक ऑफ कामर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 16/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-5-2012 को प्राप्त हुआ था।

[ सं. एल-12012/04/2005-आई आर (बी-II) ]

शीश राम, अनुभाग अधिकारी

New Delhi, the 10th May, 2012

**S.O. 1938.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2005) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workmen, which was received by the Central Government on 03-5-2012.

[No. L-12012/04/2005-IR (B-II)]

SHEESH RAM, Section Officer

#### ANNEXURE

**BEFORE SRI RAM PARKASH, HJS,  
PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
KANPUR**

**Industrial Dispute No. 16 of 2005**

#### Between :

Sri Hari Om Babu Kashyap,  
S/o Shri Kailash Chand Kashyap,  
R/o 17/97-H Raj Nagar,  
Loha Mandi, Agra.

And

The Assistant General Manager,  
Oriental Bank of Commerce,  
Ispat Bhawan,  
IInd Floor, 85/4 Sanjay Place,  
Agra.

#### AWARD

1. Central Government, Mol, New Delhi, vide notification no.L- 12012/04/2005-IR(B-II) dated 30-5-2005, has referred the following dispute for adjudication to this tribunal—

2. It is alleged by the claimant Sri Kashyap that he was engaged as a car driver by the opposite party and

worked from 12-10-98 to 30-04-03 continuously and he was being paid Rs. 2200 per month. When he raised a demand to increase the wages he was removed from service on 01-05-2003 without any reason and without entering into any departmental inquiry or even without making compliance of section 25 F of the Industrial Disputes Act, 1947. After dispensation of his services the opposite party engaged another driver at monthly rate of Rs. 3000, thus the opposite party has breached the provisions of section 25H of the Act. Accordingly it is prayed by the claimant that he be reinstated in the service with full back wages, continuity of service and other consequential benefits.

3. Opposite party has filed their reply alleging therein that there was no relationship of employer and employee between the opposite party and the claimant, that he was never engaged by the opposite party against any sanctioned post after following due selection process. It is also denied by the opposite party that the claimant was never paid any regular salary as are being paid to the regularly employees of the opposite party.

4. It is stated by the opposite party that the claimant was the personal driver of the Regional Head Sri L. K. Dham and he was paid the emoluments by the said officer which was subsequently reimbursed to him by the bank. Therefore under these facts and circumstances of the case the workman cannot be termed to be the employee of the bank. It is also denied by the opposite that they at any point of time have breached the provisions of section 25F or H of the Act.

5. It may be pointed out here that after perusal of the record it reveals that despite availing of the opportunity the worker has failed to adduce evidence in support of his case whereas the opposite party has adduced the evidence in support of their claim.

6. Even none appeared from the side of the claimant to cross examine the witness of the opposite party; therefore, the evidence adduced by the management remains uncontroverted and thus cannot be disbelieved.

7. Considering over all facts and circumstances of the case along with evidence available on the record of the case, the tribunal is of the confirmed opinion that the claimant has miserably failed to establish his case before the tribunal either on the fact that he was ever in the direct employment of the opposite party or that the opposite party has breached the provisions of section 25F and H of the Act.

8. Thus having failed to prove the case for want of proper and convincing evidence, it is held that the claimant is not entitled for any relief as claimed by him in his claim statement

9. Accordingly reference is answered against the workman and in favour of the opposite party.

RAM PARKASH, Presiding Officer

नई दिल्ली, 10 मई, 2012

**का.आ. 1939.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 42/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था।

[सं. एल-12011/31/93-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2012

**S.O. 1939.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/1993) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 9-5-2012.

[No. L-12011/31/93-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### INDUSTRIAL TRIBUNAL, BHUBANESWAR

##### Present :

Shri Raghubir Dash, O.S.J.S. (Sr.Branch), Presiding Officer, Industrial Tribunal, Bhubaneswar.

Industrial Dispute Case No. 42 of 1993 (Central).

Dated, Bhubaneswar the 9th April, 2012

##### Between :

The management of State Bank of India Stationery Department, Cuttack Road, Bhubaneswar-751001

.....First party-management

##### And

Their workmen, S/Sri Trilochan Sethi, Manoranjan Pradhan, Brajakishore Panda, Prafulla Kumar Barik & Alok Kumar Sahoo, C/o. Shri N.K. Mohanty,

Plot No. 32, Ashokanagar, Bhubaneswar.

.....Second Party-Workmen

##### APPEARANCES:

Sri M.N. Ray ..... For First Party- Management Chief Managar (Procurement)

Sri Bikram Keshari Mohanty, .....Second Party-Workman Advocate himself.

##### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause of Sub-section (1) and Sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947) have referred the following dispute for adjudication vide their Order No.-L12011/31/93-IR-B-I dated 7-12-93.

“Whether the action of the Management of State Bank of India, Circle Stationery Deptt., Cuttack Road, Bhubaneswar, in discontinuing engagement of S/Shri

Trilochan Sethi, Manoranjan Pradhan, Brajakishore Panda, Prafulla Kumar Barik and Alok Kumar Sahoo w.e.f.22-1-93 is legal and justified? If not, to what relief the workmen are entitled?”

2. This case was posted to today for hearing. The workman Sri A.K. Sahu appeared in person along with his Advocate. The management entered appearance through its representative Sri M. N. Ray, Chief Managar, (Circle & Stationery Deptt.) Bhubaneswar.

3. A joint petition is filed by the parties narrating therein that as in the meanwhile the workman has been promoted to the post of clerk, the parties to the dispute are no more interested to proceed further in the matter and accordingly they have prayed to pass an Award.

4. In the present reference, an Award had already been passed on 7-10-1997. The said award having been challenged by one of the workman namely, Alok Kumar Sahu, the Hon'ble High Court while disposing of the W. P. (C) No. 8893 of 2003 have observed as follows:—

“In that view of the matter, so far as the present petitioner is concerned, the case should be readjudicated and, if necessary, as the Tribunal has already come to the finding that the disengagement/re-trenchment is illegally necessary orders for reinstatement of the petitioner should be passed. Since this requires examination of the records, the matter is remitted back for this limited purpose to the Presiding Officer, Industrial Tribunal, Bhubaneswar to decide afresh whether the petitioner has rendered the requisite number of days in the previous year and if the was or was not absorbed in the permanent cadre of the opposite Party-Bank and what specific orders should have been given to the management in the interest of Justice.

The opposite party is given liberty to raise all the issues that were raised before this court in the counter affidavit and additional counter affidavit.”

Accordingly, the I.D. case was remanded to this tribunal for readjudication of the matter only in respect of Sri Alok Kumar Sahu. On being noticed by this Tribunal for readjudication of the matter both sides have appeared.

5. When the matter stands thus the parties to the dispute have filed the aforesaid joint petition. On being asked, the workman as well as the Management's representative stated that the dispute for which the Hon'ble High Court have remanded the matter is no more there and accordingly they have prayed for disposal of the case by way of passing an Award. The Parties having voluntarily arrived at a compromise, no fruitful purpose would be served by keeping this case pending any more. Accordingly, the Award is modified only in respect of Alok Kumar Sahu in terms of the compromise arrived at between him and the First Party. The compromise petition do form part of the Award.

R. B. DASH, Presiding Officer

IN THE COURT OF PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

I.D. Case No. 42/93 (i).

##### IN THE MATTER OF:

S.B. I. Circle Stationery Deptt., Bhubaneswar

1st Party Management

**Versus**

Shri Trilochan Sethi &amp; Others

2nd Party Workman  
(Only Alok Kumar Sahoo)**JOINT PETITION FILED BY THE ABOVE NAMED PARTIES**

1. That in the meanwhile the 1st Party Management promoted the 2nd Party workman namely Alok Kumar Sahoo to the Post of Clerk

2. That in view of such development the 2nd Party workman does not wants to proceed with the matter further.

3. Hence, this petition is jointly file to Pass an award in terms of aforesaid settlement

Bhubaneswar  
9-4-2012

Sd/-  
M. N. Ray  
for First Party Management  
Chief Manager,  
S.B.I. Circle Stationery Department,  
Bhubaneswar

Sd/-  
Alok Kumar Sahoo  
2nd Party Workman

नई दिल्ली, 10 मई, 2012

**का.आ. 1940.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 10/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2012 को प्राप्त हुआ था।

[सं. एल-12011/11/2009-आईआर(बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 10th May, 2012

**S.O. 1940.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 3-5-2012.

[No. L-12011/11/2009-IR (B-II)]

SHEESH RAM, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW**

**Present :** Dr. MANJU NIGAM Presiding Officer

**1.D. NO.10/2009**

Ref. No. L-12011/11/2009-IR(B-II) dated: 29-04-2009

**BETWEEN**

The General Secretary Union Bank Employees Union (UP) Regional Office, 628/M-33, Murari Nagar, R.S.M. Nagar Post, Faizabad Road, Lucknow - 226 016 (Espousing cause of Shri Ant Raj)

**AND**

1. The Dy. General Manager  
Union Bank of India  
Regional Office, Begum Bridge Road  
Meerut (U.P.)  
2. The Zonal Manager  
Union Bank of India  
Kapurthala Complex, Aliganj  
Lucknow.

**AWARD**

1. By order No. L-12011/11/2009-IR(B-II) dated: 29-04-2009 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Union Bank Employees Union (UP), Regional Office, 628/M-33, Murari Nagar, R.S.M. Nagar Post, Faizabad Road, Lucknow and the Dy. General Manager, Union Bank of India, Regional Office, Begum Bridge Road, Meerut and the Zonal Manager, Union Bank of India, Kapurthala Complex, Aliganj, Lucknow for adjudication.

2. The reference under adjudication is:

"Whether the action of the management of Union Bank of India in denying officiating allowance of clerical cadre to Shri Ant Raj, daftari, Kavi Nagar branch, Ghaziabad (UP) for working in clerical cadre during the period w.e.f. 08-07-2004 to 29-11-2006 is legal and justified? What relief the concern workman is entitled to and from which date?"

3. The case of the workman's union, in brief, is that the workman, Ant Raj is sub-staff (Daftary) in Kavi Nagar Branch, Ghaziabad of the Union Bank of India and his services were utilized by the Bank as receiving cashier from 8-07-2004 to 29-11-2004, which is purely clerical job; but was denied officiating allowance for officiating in the clerical cadre as per para 9.11 of the Bipartite Settlement dated 19-10-1966 in spite of representation dated 12-12-2006, moved by the workman. Accordingly, the workman's union has prayed that the management of the Bank be directed to pay officiating allowance to the workman for the period 8-07-2004 to 29-11-2004 with interest @ 18% per annum.

4. The claim of the workman's union has been disputed by the management by filing its written statement; wherein it has submitted that the workman was never been authorized by virtue of any written orders to perform the work of cashier or head cashier on regular basis between 8-07-2004 to 29-11-2004. Furthermore, it has pointed out towards Clause 9.10 of the Bipartite Settlement dated 19-10-1966, which provides that 'wherever a Bank requires a workman to officiate in a post in higher cadre, it will so by an order in writing'. The Bank management has specifically submitted that a person who is appointed on a particular post does not become entitled to get the benefits of superior post unless specifically instructed and authorized to do so by the person competent to do so by virtue of written orders. Accordingly, the management of the Bank has prayed that the claim of the workman's union liable to



the rejected without any relief to the workman concerned.

5. The workman's union has filed rejoinder whereby it has only reiterated its averments in the statement of claim and has not introduced any new fact. There is no specific submission from the workman's union that the workman had been entrusted with the work of cashier, as claimed by him, through some written order.

6. The workman's union has filed photocopies of certain documents vide list of documents dated 15-06-2009 and subsequent vide list dated 1-11-2010, in support of his case whereas the management filed none.

7. After completion of pleadings on behalf of the parties the workman's union was called upon to file its evidence on 23-12-2011; but the workman's union did not file any. The workman's union was again given opportunity to file its evidence on affidavit on several dates but it failed to comply with the directions.

8. It is noteworthy to mention that in the instant case the concerned workman never put up his appearance before this Tribunal; rather the authorized representative of the workman's union had been contesting the case on its behalf, who made his last appearance on 23-08-2010. When it came into the notice of this Tribunal that the authorized representative of the workman has expired, it had ordered to issue registered notice to the workman's union; and accordingly, registered notice was issued to the workman's union, intimating the expiry of their authorized representative and calling it to contest their case further before this Tribunal either themselves or through their authorized representative; but none turned up from the workman's union till date. When none turned up from the workman's union in spite of the notice, the case was reserved for award as it pertained to the year 2009.

9. The case of the workman's union was that the workman officiated in clerical cadre but was denied officiating allowance for the period he officiated and that he is entitled for officiating allowance as per provisions contained in para 9.11 of the Bipartite Settlement dated 19-10-1966.

10. Per contra, the management of the Union Bank of India has made a specific pleading that a person who is appointed on a particular post does not become entitled to get the benefits of superior post unless specifically instructed and authorized to do so by the person competent to do so by virtue of written orders and in this regard it has made a mention of the provisions contained in towards Clause 9.10 of the Bipartite Settlement dated 19-10-1966, which provides that 'wherever a Bank requires a workman to officiate in a post in higher cadre, it will do so by an order in writing'.

11. In view of rival contentions of the parties, I have scanned entire material placed on the file.

12. It is well settled that if a party challenges the legality of action, the burden lies upon him to prove illegality of the action and if no evidence is produced by the party, invoking jurisdiction of the court, must fail. In the present case burden was on the workman's union to set out the grounds to challenge the validity of the action of the management in

denying officiating allowance to the workman for the period 8-07-2004 to 29-11-2006; and to prove that the action of the management in denying the official allowance to the workman was illegal. It was the case of the workman's union that workman officiated in clerical cadre but was denied officiating allowance for the period he officiated and that he is entitled for officiating allowance as per provisions contained in para 9.11 of the Bipartite Settlement dated 19-10-1966. This claim has been denied by the management; therefore, it was for the workman's union to lead evidence to show that his category was actually officiated in clerical cadre and was entitled for officiating allowance as per provisions contained in para 9.11 of the Bipartite Settlement; but he failed to do so either through documentary or oral evidence before this Tribunal.

13. In 2008 (118) FLR 1164 M/s. Uptron Powertronics Employees' Union, Ghaziabad through its Secretary vs. Presiding Officer, Labour Court (II), Ghaziabad & others, Hon'ble High Court relied upon the law settled by the Apex Court in 1979 (39) FLR 70 (SC) Sanker Chakravarti vs. Britannia Biscuit Co. Ltd., 1979 (39) FLR 70 (SC) V.K. Raj Industries vs. Labour Court and others, 1984 (49) FLR 38 Airtech Private Limited vs. State of U.P. and others and 1996 (74) FLR 2004 (All.) Meritech India Ltd. vs. State of U.P. and others; wherein it was observed by the Apex Court.

"That in absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the Court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

14. In the present case the workman's union has not turned to substantiate his case by way of filing any oral evidence. Mere pleadings are no substitute for proof. It was obligatory on the part of workman's union to come forward with the case that the workman officiated in clerical cadre and was entitled for officiating allowance as per norms; but the workman's union failed to forward any evidence in support of its claim, as it did not turn up for filing its evidence before this Tribunal. There is no reliable material for recording findings that the alleged injustice was done to the workman or the action of the management of Union Bank of India in denying officiating allowance of clerical cadre to the workman, Ant Raj is illegal and unjustified.

15. Accordingly, the reference is adjudicated against the workman's union; and as such, I come to the conclusion that the workman, Ant Raj is not entitled to any of the relief(s) claimed.

16. Award as above.

Lucknow.

16-4-2012

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 10 मई, 2012

**का.आ. 1941.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स वसोवा आयरन माईन्स आर.एम. डी. सेल सुन्दरगढ़ के प्रबंधन के संबंध



नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 52/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2012 को प्राप्त हुआ था।

[सं. एल-26011/2/99-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 10th May, 2012

**S.O. 1941.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2001) of the Central Government Industrial Tribunal/cum-Labour Court, Bhubaneswar-2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Barsua Iron Mines RMD, SAIL (Sundargarh) and their workman, which was received by the Central Government on 11-4-2012.

[No. L-26011/2/99-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

**Present:** Shri J. Srivastava,  
Presiding Officer, C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE No. 52/2001

**Date of Passing Award - 21st March, 2012**

#### Between:

The General Manager,  
Barsua Iron Mines, RMD, SAIL,  
P.O. Tensa, Dist. Sundargarh -770041.  
.....1st Party-Management

**And**

Their workmen represented through the  
Secretary, United Mines Mazdoor Union,  
At. Smruti Sadan, P.O. Barsua, Sundargarh.  
.....2nd Party- Union

#### Appearances:

Shri R.C. Tripathy,  
Manager (Law) .....For the 1st Party-  
Management.  
None. .... For the 2nd Party -Union.

#### AWARD

An industrial dispute with regard to the management of Barsua Iron Mines RMD, SAIL and their workman has been referred to this Tribunal/Court by the Government of India in the Ministry of Labour in exercise of the powers

conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-26011/2/99-IR(M), dated 22-3-1999.

2. The dispute as shown under the schedule of the letter of reference is quoted below:—

“Whether the demand of United Mines Mazdoor Union for payment of production and incentive bonus to the contractor workers engaged in perennial nature of work i.e. related to production (mining operation) and clerical and other regular office staff of Barsua Iron Mines, Raw Materials Division, SAIL, w.e.f. 1989 is justified? If so, what relief the workmen are entitled to?”

3. In pursuance of the letter of reference the 2nd Party-Union filed its statement of claim alleging that Barsua Iron Mines is a Mines under R.M.D. SAIL Limited and it has been engaging workmen through contractors besides having regular employees to do perennial nature of work such as cleaning, mechanical repair and maintenance in ore handling plant, mining, exploration of minerals, repair and maintenance in civil and electrical engineering section, operation, repair and maintenance of jiggling units etc. There has not been a single day when none of the contractor workers was engaged in the aforesaid work/jobs. The names, date of working and work order number of these contractor workers have been given in Para-5 of the statement of claim. The workmen under the 1st Party-Management are governed by the Rules and Regulations formulated by the Rourkela Steel Plant, SAIL Limited including the Certified Standing Order as amended from time to time. Since the aforesaid contract workers have been engaged in perennial nature of jobs/work and discharging the same duties as those of the regular employees of the 1st Party- Management they are entitled to get bonus, production and incentive bonus and pay like regular employees. They cannot be deprived of these benefits as they come under the definition of “employees” under the Payment of Bonus Act, as well. These workmen through Secretary, United Mines Mazdoor Union, Barsua submitted a representation before the Assistant Labour Commissioner (Central), Rourkela on 17-11-1997 and 25-12-1997 and raised an industrial dispute which was admitted for conciliation, but ended in failure. The denial of the 1st Party-Management in paying production and incentive bonus to the contractor workers engaged in perennial nature of work is highly illegal and arbitrary. Hence they demand for payment of production and incentive bonus to the contractor workers from the year 1989 with 12% interest till the payment is made.

4. The 1st Party-Management in its written statement has stated that thereference is not maintainable for non-joinder of necessary parties to the dispute and for non-existence of master and servant relationship between the 1st party-Management and the 2nd Party- workmen. The dispute is beyond the purview of Industrial Disputes Act,

1947 and therefore this Tribunal has no jurisdiction to adjudicate upon it. The contract workers engaged in Barsua Iron Mines are not workmen of Barsua Iron Mines as defined under the Industrial Disputes Act, 1947. None of the contract workers has been engaged in jobs which are permanent and perennial in nature. Deliberately the names of the contractors and the period for which the concerned workmen had worked have not been disclosed. It is the contractor employer who is to ensure payment to the workers engaged by him. In the absence of the concerned contractors the claims made by the 2nd Party- Union cannot be determined.

5. In the rejoinder the 2nd Party-Union has alleged that the 1st Party-Management is the principal employer and it is the ultimate authority responsible for payment to the 2nd Party-workman. The dispute can well be adjudicated in presence of the existing parties to the dispute. The Statement of claim and its annexures amply reveals the names of the workers involved in the dispute who are entitled for payment. To make the matters crystal clear a list of workers involved in the dispute is enclosed with the rejoinder in the Annexure-A. These workers have been working uninterruptedly under the 1st Party- Management.

6. In the case following issues were framed on the basis of the pleadings of the parties:

#### ISSUES

1. Whether the reference is maintainable?

2. Whether the demand of United Mines Mazdoor Union for payment of production and incentive bonus to the contractor workers engaged in perennial nature of work i.e. related to production (mining operation) and clerical and other regular office staff of the 1st Party-Management w.e.f. 1989 is justified?

3. If so, what relief the workmen are entitled to?

7. The case lingered, for several years for the evidence of the 2nd Party-Union, but the 2 Party-Union failed to file any evidence. Ultimately the case was ordered to proceed *ex parte* against the 2nd Party-Union on 3-3-2008 and the case was fixed for *ex parte* evidence of the 1st Party-Management.

8. The 1st Party-Management filed sworn affidavit of Shri Bhubaneswar Mishra, Deputy Manager (P & A) SAIL, RMD, Rourkela in *ex parte* evidence with photostat copies of certain documents.

9. As the case is proceeding *ex parte* against the 2nd Party-Union there is no need to deal with the case issue-wise.

10. It is an admitted case of the 2nd Party-Union that the workers named in Para-5 of the statement of claim are contract workers, but the 2nd Party- Union has not arrayed the contractors as parties to the dispute who had engaged these workers in the Barsua Iron Mines under the 1st Party-

Management. The 1st Party-Management can only be said to be the principal employer and they are only responsible for any legitimate payment to the contract workers, if the said payment is not made to them by their contractors. It is not the case of the 2nd Party-Union that the contractor workers involved in the case were direct employees of the 1st Party-Management. They might have been engaged in permanent or perennial nature of work though not proved, but they cannot be treated as regular employees of the 1st Party-Management. It has also not been disclosed in the statement of claim that these workers have been working under the 1st Party-Management in the capacity of contractor workers uninterruptedly from the date mentioned against their names in Para-5 of the statement of claim and who was their contractor?

11. The 1st Party-Management has alleged that the contractor workers are not covered under the Modified Incentive Scheme, 1988. This scheme is applicable to the personnel employed in regular establishment. Copies of the circular dated 23-8-1988 and office order dated 9-7-2010 regarding performance Award Scheme 2010/2011 have been filed by the 1st Party-Management along with the affidavit of Shri Bhubaneswar Mishra. It has also been stated in this affidavit that no permanent/perennial job in the mines is contracted for carrying out through contract labourers.

12. To controvert the evidence led by the 1st Party Management no evidence on behalf of the 2nd Party-Union has been adduced. Hence it cannot be said that the alleged contractor workers have been engaged in Barsua Iron Mines for carrying out permanent or perennial nature of work as is being performed by the regular employees of the 1st Party-Management and they are entitled to any, production and incentive bonus from the 1st Party-Management like regular employees of the 1st Party-Management. Hence the claim of the 2nd Party-Union is not legal and justified and the contract workers are not entitled to any relief as claimed for. The reference is also not maintainable on the pleas raised by the 1st Party-Management.

13. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 मई, 2012

**का.आ. 1942.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 23/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/84/2003-आई आर(सी एम-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 11th May, 2012

**S.O. 1942.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 11-5-2012.

[No. L-22012/84/2003-IR (CM-II)]

D.S.S. SRINIVASARAO, Desk Officer

#### Annexure

#### BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/23/2006

Date: 04-05-2012.

#### Party No. 1 (a) :

The Sub Area Manager, WCL  
Murpar Project of (Umrer Area) of WCL,  
Post : Khadsanghi, Tah -Chimur,  
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,  
WCL Contractor, Singhnagar, Dahegaon,  
Chhindwara Road, Distt. Nagpur (MS)

#### Versus

#### Party No. 2 :

Shri Baba S/o Motiram Soyam,  
R/o Murpar, Post: Khadsangi,  
Teh.-Chimur, Distt. Chandrapur,  
Maharashtra.

#### AWARD

(Dated : 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Baba S/o Motiram Soyam, for adjudication, as per letter No. L-22012/84/2003-IR (CM-II) dated 21-03-2006, with the following schedule:—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Baba S/o Motiram Soyam, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Baba S/o Motiram Soyam, ("the workman" in short) and the

management of the WCL ("Party No.1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd., Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road upto the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no.1(a) also engaged party no.1 (b), M/s. Singh & Sons in its work w.e.f. 05-01-1997 and till party no.1(b) is working with party no. 1(a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as a General Mazdoor on 24-06-1993 and he continued to work till 2-07-1996 and thereafter, his services were utilized by party no.1 (b) w.e.f. 03-02-1998 continuously till 28-12-2001 and he is a workman/employee of party no.1 (a) and party no.1 (a) is the principal employer and his appointment by both the contractors was oral and the party no.1(b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of section 2S-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1(a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1(a) and 1(b), but they did not re-employ him in violation of section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1 (b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1 (a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no.1 (b) neither appeared in the case nor contested the claim.



In its written statement, the party no.1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drivage within eight months and it also awarded another contract to party no.1 (b) for construction of drivage of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 01-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no.1 (b) for construction of drivage of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it party no.1 (a) was related to party no.1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon 'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [ 2006 (2) SCALE 115] and many others the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no.1 (a) to cross-examine the workman, on 24-08-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no.1(a).

It will not be out of place to mention here that on 14-01-2012 a pursis stating that copies of affidavit and written notes of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the exparte order, an application for dismissal of the reference on the basis of the judgment of the Hon 'ble Apex Court in the case of Secretary, State of Karnataka Vs. Umadevi, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer-employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside exparte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 04-05-2012 and the counsel himself was present in the second half, but the Bench Clerk informed him that as the matter had already been fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed by the advocate for party no.1(a) were received by Speed Post. Copies of the applications and pursis were not served on the other side. However, the said applications and pursis were rejected as neither the advocate nor anybody else on behalf of party no.1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 24-06-1993 to 02-07-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 03-02-1998 to 28-12-2001 and the workman was sent for vocational training by Party no, 1 (a) and as such, the workman was the employee of party no.1 and party no. 1(a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment

compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no.1(a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no.1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 24-06-1993 to 02-07-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 03-02-1998 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms “contract labour”, “establishment” and “workman” does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word “workman” is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms “establishment” and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1(a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his

mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no.1 (b) is concerned; I think it necessary to mention the principles enunciated by the Hon’ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon’ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:-

“Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25- B”.

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon’ble Apex Court have held that, “Industrial Disputes Act (14 of 1947). Section 25- B (1) and (2)- Continuous service-Scope of sub-Sections (1) and (2) is different, (words and phrases- Continuous Service). Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he

has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”,

The Hon’ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

“Industrial Disputes Act (14 of 1947- S.25-F, 10-Retrenchment compensation-Termination of services-without payment of -Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his termination-Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon’ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon’ble Apex Court and it is to be found out if the workman has been able to prove that he had infact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 11 मई, 2012

**का.आ. 1943.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 03/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/9/2004-आई आर (सीएम-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 11th May, 2012

**S.O. 1943.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Rajur Sub-area of western coalfields Limited, Wani North Area of Western coalfields Ltd., and their workmen, received by the Central Government on 11-5-2012.

[No. L-22012/9/2004-IR (CM-II)]

D.S.S. SRINIVASARAO, Desk Officer

### ANNEXURE

#### BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/03/2005

Date : 26-04-2012.

#### Party No. 1 (a) :

The Sub Area Manager,  
Rajur Sub Area of WCL, PO. Rajur,  
Tehsil Wani,  
Distt. Yavatmal (MS)

#### Party No. 1 (b) :

(b) : The General Manager  
Wani North Area of WCL,  
Post Ukni, Tehsil. Wani,  
Distt. Yavatmal (MS)

#### Versus

#### Party No. 2

Shri J.N. Pandey, President,  
Koyla Shramil Sabha (HMS),  
Br. Wani North Area, Tilak Nagar,  
Wani, Post & Tehsil, Wani Distt. Yavatmal (MS).

### AWARD

(Dated : 26th April, 2012)

In exercise of the powers conferred by clause (d) of sub-Section (1) and sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Wani North Area of WCL and their workman Shri Surender Sahu, for adjudication, as per letter



No. L-22012/09/2004-IR (CM-II) dated 24-11-2004, with the following schedule:—

“Whether the action of the management in relation of Wani North Area of Western Coalfields Limited in terminating the services of Shri Surender Sahu, through office order no. WCL/SAMSAR/PER/89-90/3834 dated 24-03-1990 is legal and justified? If not, to what relief his dependants are entitled?”

“Whether the demand of Smt. Vimala Devi Sahu wife of late Shri Surendra Sahu, Electrician Helper, Rajur Colliery for employment as a dependant of Shri Surendra Sahu consequent upon legal declaration of death of Shri Surendra Sahu on 06-12-1995 is legal and justified? If so, to what relief Smt. Vimala Devi Sahu is entitled?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, “Koyla Shramik Sabha(HMS)”, (“the union” in short) on behalf of the wife of the deceased workman, Surendra Sahu (“the deceased workman” in short), filed the statement of claim. and the management of the WCL, (“Party No. 1” in short) filed its written statement.

The case as presented by the union in the statement of claim is that the deceased workman was in the employment of Party No.1 w.e.f. 19-06-1984 as Underground Tub Loader at Rajur Underground Mine and he was officiating as an Electrical Helper and he applied for casual leave w.e.f. 06-12-1988 for proceeding to his home town in Bihar and the leave was duly sanctioned by the Competent Authority and on completion of one month, when the workman did not turn up, Shri Hiralal Sahu, the brother in law of the deceased workman vide letter dated 13-01-1989 informed the Party No.1 regarding missing of the deceased workman, lodged a FIR in Wani Police Station on 14-01-1989 regarding the missing of the deceased workman and thereafter he also made publication regarding the missing of the deceased workman in the daily news paper, (Nav Bharat) on 14-02-1989 and a charge sheet dated 04/05-02-1990 came to be issued by the Party No.1 against the deceased workman and Hiralal Sahu filed reply to the said charge sheet on 24-03-1990 intimating the Party No.1 regarding missing of the deceased workman and that a FIR had been lodged in the Police Station by him in that regard on 14-01-1989 and that there had been publication of the missing of the deceased workman in the daily news paper and it was also requested by Hiralal not to take any disciplinary action against the deceased workman.

The further case of the union is that a regular Civil Suit bearing no. 140/ 1995 for declaration that Surendra Sahu be presumed to be dead was filed by the wife, daughter and father of the deceased workman, before the Joint Civil Judge, (Junior Division), Wani and the suit was decided on 26-11-1996, whereby it was declared that Surendra Sahu

S/o Rajendra Sahu is presumed to be dead as a matter of Law of rebuttable presumption on expiry of 7 years from 06-12-1988 to 06-12-1995 and the wife of the deceased workman applied for monitory benefits and employment on compassionate ground to the Party No.1, but no heed was paid to her request, so she approached the Sub Area Manager, Rajur Sub Area, Chief General Manager, Wani North Area and Director Personnel of Western Coalfields Limited, but her case for compassionate appointment was not considered by the Authorities and thereafter she approached the union and the union raised the industrial dispute before the Conciliation Authority for amicable settlement and as the matter ended in the failure, the Conciliation Authority submitted failure report to the Central Govt. and the Central Govt. referred the dispute to this Tribunal for adjudication. It is also pleaded by the union that submission of the charge sheet and termination of the services of the deceased workman are bad in law, as because, the same were issued against a missing person and in the charge sheet, the local address or permanent address of the deceased workman was not mentioned and the Party No.1 issued an office order dated 24-03-1990 stating that Surendra Sahu, Electrical Helper was granted leave from 04-01-1989 to 10-01-1989 and ever since, he did not return to his duties and the whereabouts of the Surendra is not known and as such, he is declared as a “Deserter” and his name is struck off from the colliery rolls and when the deceased workman was missing from 06-12-1988 then how it was possible to take leave by him from 04-01-1989 to 10-01-1989 and the said order is also contradictory from the allegations made in the charge sheet, wherein, it was alleged that Surendra was absenting from duty w.e.f. 09-01-1989 and the said order was passed without any departmental enquiry and there is no law for striking off the name of a missing workman and therefore, the action of the Party No.1 is illegal and the wife of the deceased workman is entitled for compassionate appointment, treating the workman to have died in harness. The union has prayed to declare the deceased workman to be in service from 1990 till the date of declaration of his legal death and to treat the workman to have died in harness on 06-12-1995 and to provide compassionate appointment to Smt. Vimala Devi, the wife of the deceased workman as per the provisions of the NCWA and to pay the monitory benefits @ Rs. 3,000/- per month from the date of her application for her appointment till she is actually employed.

3. The Party No. 1 in its written statement has pleaded inter-alia that the reference is highly belated in as much as the termination had taken place in the year 1990, whereas industrial dispute was raised in the year 2002 and the reference was made in the year 2004, after a gap of nearly 12/14 years and such belated reference is not maintainable in the eyes of law and the union cannot raise an industrial dispute suo moto, without having authority from the workman and as the workman had already died in the year

1996 in the eye of law, he could not have given authority to the union to raise the industrial dispute in the year 2002 and therefore, the reference is not only in fructuous, but also illegal, void and not maintainable in the eyes of law.

The further case of the Party No.1 is that the deceased workman was working as an Electrical Helper at Rajur Colliery and he had taken leave and gone to his home town and he had been absenting from his duty w.e.f. 07-01-1989 without obtaining any sanctioned leave and therefore he was charge sheeted on 04/05-02-1990, under the relevant provisions of the Certified Standing Orders of the colliery and Hiralal Sahu, Mining Sirdar and brother-in-law of the deceased workman vide his letter dated 23-03-1990 replied and informed the management that the deceased workman was not traceable since 06-12-1988 and he had informed about the same to the management on 12-01-1989 and to the police on 14-01-1989 and he also requested not to take any action against the deceased workman and to provide job to the son of the deceased workman in his place and in view of such facts and circumstances, the management did not proceed with the charge sheet by holding further enquiry and such action was rational and logical, as no useful purpose would have been served, when the workman was not traceable and the management waited for more than a year for the return of the deceased workman, but when he did not return back and report for duty, it was concluded that he had deserted his job and therefore, In accordance With the provisions of the Standing Orders, the name of the deceased workman was struck off from the rolls of the colliery with immediate effect, by order dated 24-03-1990, by treating him as a deserter and this order was not challenged either by the workman or his family members till the industrial dispute was raised in the year 2002 and it is found from further facts of the case that the workman was declared dead through the legal proceedings in the year 1996 and as such, its action was perfectly justified and legal.

4. The further case of the Party No.1 is that providing employment to the dependent of the deceased employee is conditional and according to the NCWA, such employment can only be given to the dependent, when an employee dies in harness, in other words while in service and in this case, at the time of the deemed death of the workman in the eyes of law in 1996, he was not in the employment of the WCL and his services had already been terminated in the year 1990 as a deserter, in accordance with the Standing Orders and as such, the wife of the deceased workman was not entitled for job in his place.

5. It is necessary to mention here that on 16-06-2011, advocate for the petitioner withdrew his power filed in favour of the petitioner. In the interest of justice, fresh notice was sent to the petitioner by registered post with acknowledge due. The notice was served personally on the petitioner. Inspite of sufficient service of the notice, neither the petitioner nor anybody else appeared on his behalf. No. evidence was adduced on behalf of the petitioner.

It is also necessary to mention here that as neither the petitioner nor anybody else on his behalf appeared. 26-11-2011, the date of hearing of argument, order was passed to proceed with the case *ex parte* against the petitioner.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is, imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Govt. cannot be answered in his favour and the party would not be entitled to any relief. In this case, the petitioner has failed to appear and to adduce evidence in support of his claim and as such, the reference is to be answered in negative. Hence it is ordered:

### ORDER

The action of the management in relation of Wani North Area of Western Coalfields Limited in terminating the services of Shri Surendra Sahu, through office order No. WCL/SAMSAR/PER/89-90/3834 dated 24-03-1990 is legal and justified. The demand of Smt. Vimala Devi Sahu wife of late Shri Surendra Sahu, Electrician Helper, Rajur Colliery for employment as a dependant of Shri Surendra Sahu consequent upon legal declaration of death of Shri Surendra Sahu on 06-12-1995 is illegal and unjustified. Smt. Vimala Devi Sahu is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 11 मई, 2012

**का.आ. 1944.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डबल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 102/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/146/2002-आई आर (सीएम-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 11th May, 2012

**S.O. 1944.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 102/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Nagpur Area of Western Coalfields Ltd., Saoner Sub Area of Western Coalfields Ltd, and their workmen, received by the Central Government on 11-5-2012.

[No.L-22012/146/2002-IR (CM-II)]

D.S.S. SRINIVASARAO, Desk Officer

**ANNEXURE****BEFORE SHRI J.P. CHAND, PRESIDING  
OFFICER, CGIT-CUM-LABOUR COURT,  
NAGPUR****Case No. CGIT/NGP/ 102/2003**

Date : 23-04-2012.

**Party No. 1**

- (a) The General Manager,  
Nagpur Area of WCL, Jaripatka  
Nagpur-440014.
- (b) : The Sub Area Manager,  
Saoner Area of WCL, PO : Saoner  
Distt. Nagpur.

**Versus****Party No. 2**

Shri Maroti Ghonge  
R/o At. Borgaon, PO : Adasa,  
Tah. Kalmeshwar,  
Distt. Nagpur (MS)

**AWARD**

(Dated : 23rd April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Maroti Ghonge, for adjudication, as per letter No. L-22012/146/2002-IR (CM-II) dated 13-02-2003, with the following schedule:—

“Whether the action of the management of Saoner Sub Area of WCL, Saoner, Post Saoner, Distt. Nagpur (MS) in awarding the punishment of termination from services to Shri Maroti Motiram Ghonge, Ex-Roof Sticking Crew Cat. IV w.e.f. 25-12-2001 is legal and justified? If not, to what relief is the said workman entitled?”

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri Maroti Ghonge, (“the workman” in short) filed his statement of claim and the management of WCL, (“the party no. 1” in short) filed its written statement.

3. The case of the workman is that while he was working in the underground of Saoner Coal Mine in the first shift, he met with an accident and mixture of cement and harting fell on his face, as a result of which, vision of his both eyes was damaged permanently and he immediately sent for medical treatment to Walni hospital of WCL for treatment and as there was no facility for treatment of eye

injury at Walni hospital, he was referred to Govt. Medical College and hospital, Nagpur for specialized treatment and he was under treatment of Govt. Medical College and hospital from 11-02-1998 till 06-04-1998 and at the time of his discharge from the said hospital, it was advised by the medical authorities to provide him surface work and in pursuance to the medical advice, the party no. 1 provided him surface duty during the month of April and May 1998 only and thereafter, he was malafidely declared fit for duty by the Chief Medical Officer, Jawaharlal Nehru hospital stating of his having zero per cent disability and such declaration was in total disregard to the medical certificate issued by the medical college and hospital, Nagpur and as he disputed the medical report of Jawarharlal Nehru Hospital, the party no. 1 sent him to the Apex medical board and he was examined by the board on 09-05-2000 and the report of the medical board was communicated to him on 30-05-2000. The further case of the workman is that a charge sheet dated 11-04-1998 was issued against him on the allegation of his remaining absent from duty for more than ten days and the charge sheet was vague, as it did not indicate from which date, he remained absent and the charge of habitual absenteeism was also not levelled against him and he replied to the said charge sheet denying the charges and on perusal of the enquiry proceedings, it can be found that charges for habitual absenteeism had been proved and the charge of remaining absent from duty for more than 10 days had not been proved and he was on leave without pay, till he was dismissed from service and when an employee is on leave without pay, at no stretch of imagination, it can be said that he was unauthorizedly and habitually absent or was absent for more than 10 days from duty and the entire enquiry was conducted in a very strange and unlawful manner and the findings of the enquiry officer are perverse and the enquiry officer failed to take cognizance of the telegram sent to him requesting to adjourn the enquiry proceedings and as the enquiry officer and the presenting officer were of the same rank and were colloques, both were interested persons and as such, even though, the charge of habitual absence was not levelled, the same was held to be proved against him.

4. The party no. 1 pleaded inter-alia, in his written statement that the workman did not meet with any accident in underground mine and due to his own negligence, some cement particles appeared to have entered into his eyes, while he was on duty on 11-2-1998 and he did not report about the incident immediately, as required under the Mines Rules, but on 14-2-1998, for the first time, he disclosed about some cement particles entering into his eyes and causing problem for him and the workman was sent to Walni hospital, where, he was provided the treatment and the workman was regularly treated by the doctor at Walni hospital and as per the request of the workman, he was referred to the Govt. Medical College and Hospital, Nagpur, for second opinion and as it has its own medical board, the opinion of Govt. medical hospital board, Nagpur is not



binding on it and the workman was not treated at Govt. Medical Hospital, Nagpur from 11-02-1998 to 06-04-1998 and he visited the said hospital only once on 17-03-1998 and the workman reported back for duty on 25-03-1998 and it was not advised to give surface duty to the workman by the medical authorities and the workman was not given surface duty in April and May 1998 and the workman was found fit to work in his original post by the Medical Officer, Jawaharlal Nehru hospital and by the Apex Medical board and the workman was issued with charge sheet for remaining unauthorized absent for more than 10 days and the workman submitted his reply to the same and the findings of the enquiry officer are not perverse and the workman did not object to the appointment of the enquiry officer or the presenting officer and the workman has not disputed the fairness of the enquiry.

5. As this is a case of termination of the workman from services, after holding a departmental enquiry, the validity of the departmental enquiry was taken for consideration as a preliminary issue and vide order dated 19-07-2011, the departmental enquiry held against the workman was found to be legal, proper and in accordance with the principles of natural justice.

6. At the time of argument, it was contented by the learned advocate for the workman that charge sheet dated 11-04-1998 issued against the workman, was vague and in the said charge sheet, it was alleged that the workman was absent from duty for more than 10 days, but the charge did not indicate as to from which date, the workman remained absent and the charge of habitual absenteeism was not levelled and from the enquiry proceedings, it can be found that the charge of habitual absenteeism has been proved and the charge of absence from duty for more than 10 days prior to 11-09-1999 was not at all proved and party no. 1 was well aware about the fact that the workman was injured during the course of his employment and he had protested against the report of the Medical board and from the pay slips issued by the party no. 1, it can be seen that the workman was on leave without pay till he was dismissed from service and if the workman was on leave without pay, it cannot be said that he was unauthorisedly and habitually absent or remained absent for more than 10 days from duty and from the said facts, it can be held that the enquiry was held in a strange way and unlawful manner and the findings of the enquiry officer are perverse and as per the certified standings orders, the approval of the Sub Area Manager was required to be taken, before dismissal of the workman, but such approval was not taken, so the order of dismissal from services in respect of the workman is illegal and is liable to be set aside.

7. Per contra, it was submitted by the learned advocate for the party no. 1 that vide order dated 19-07-2001, it has already been held that the departmental enquiry conducted against the workman to be legal, proper and in accordance with the principles of natural justice and

the workman in the statement of claim has not pleaded anything at all as to how the findings of the enquiry officer are perverse and the workman had failed to prove that the findings of the enquiry officer are perverse and the injury sustained by the workman on 11-02-1998 in his eye was due to his own negligence and from the facts of the case, it can be held that the injury was not grave and the workman did not inform about sustaining of such injury to the management immediately and informed about the same only on 14-02-1998 and though management provided him best medical facilities, he on his own took treatment out of the management's hospital and that too he visited only once the medical hospital, Nagpur on 17-03-1998 and thereafter reported for duty on 25-03-1998 and the workman refused to perform his original duty w.e.f. 11-04-1998, without any reason and on the request of the workman, he was sent to the Medical Board for examination and the Medical Board certified the workman to be fit to resume his original duty and his case is a case of "Malingering" meaning to pretend illness or to produce or protract disease in order to escape duty and the workman was not ready to do the original job and the punishment imposed against the workman is quite proportionate to the proved charges in a properly held departmental enquiry and the workman is not entitled for any relief.

The learned advocate for the party no. 1 placed reliance on the decision reported in AIR 1994 SC-1241 (Indian Council of Agricultural Research and another).

8. Perused the record including the documents produced by the workman and so also the documents relating to the departmental enquiry held against the workman. From the documents, it is found that the workman was charged under clause 26.30 of the certified standing order for remaining unauthorized absent for more than 10 days without intimation or sanctioned leave. In the charge sheet, it has been mentioned that the workman remained such absent from 11-04-1998. During the enquiry, evidence was adduced regarding the workman remaining unauthorized absent from 11-04-1998 to 01-09-2000, without intimation or sanction leave. It is also found from the record that the enquiry officer has based his findings on the evidence adduced in the enquiry proceedings and has assigned cogent reasons in support of his findings. Hence, the findings of the enquiry officer cannot be said to be perverse. Serious misconducts of remaining unauthorized absence have been proved against the workman in a properly conducted departmental enquiry.

On perusal of the record, it is found that there is no material to support the contentions raised by the learned advocate for the workman that the evidence adduced by the management has proved habitual absenteeism and has not proved unauthorized absence exceeding ten days or that the workman was on leave without pay. Hence, the submission made by the learned advocate for the workman on that score fails.

The punishment imposed against the workman is not shockingly disproportionate to the serious charges proved against him in a properly conducted departmental enquiry, requiring interference by this Tribunal. Hence, it is ordered:—

### ORDER

The action of the management of Saoner Sub Area of WCL, Saoner, Post Saoner, Distt. Nagpur (MS) in awarding the punishment of termination from services to Shri Maroti Motiram Ghonge, Ex-Roof Sticking Crew Cat. IV w.e.f. 25-12-2001 is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 11 मई, 2012

**का.आ. 1945.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डबल्यू.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 15/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था।

[ सं. एल-22012/93/2004-आई आर (सीएम-II) ]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 11th May, 2012

**S. O. 1945.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15 / 2005) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of M/s Western Coalfields Ltd., Saoner Sub Area and their workmen, received by the Central Government on 11-5-2012.

[No. L-22012/93/2004-IR (CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

### ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT,  
NAGPUR**

**Case No. CGIT/NGP/ 15/2005**

Date: 23-04-2012.

### Party No. 1

The Chief General Manager,  
Western Coalfields Limited, Jaripatka,  
Nagpur- 440014.

The Sub Area Manager,  
Saoner Sub Area, of WCL, PO: Saoner,  
Distt. Nagpur.

### Versus

### Party No. 2

Shri Homraj S/o Marotrao Kekatpure,  
R/o Near Gram Panchayat, Sillewada,  
PO : Sillewada,  
Distt. Nagpur.

### AWARD

(Dated : 23rd April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Homraj Kekatpure, for adjudication, as per letter No. L-22012/93/2004-IR (CM-II) dated 17-01-2005, with the following schedule:—

"Whether the action of the management of M/s. Western Coalfields Limited, Saoner Sub Area, Saoner, Distt. Nagpur (MS) in awarding the punishment of dismissal from service w.e.f. 28-01-2003 to Shri Homraj S/o Marotrao Kekatpure, General Mazdoor, Saoner Mine no.2 is legal and justified? If not, to what relief the workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Homraj Kekatpure, ("the workman" in short), filed the statement of claim and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he came to be appointed with party no.1 in the year 1982, as a casual labourer and was posted at Walni, Patansawangi mine and he was regularized in service as per order dated 08-10-1997 as a General Mazdoor and he was in continuous service of party no.1 from the date of his initial appointment with clean and excellent service record till the date of his illegal dismissal from service and he was working at Saoner mines, before his such dismissal and he was never served with any charge sheet or memo, during the tenure of his service. The further case of the workman is that he was illegally dismissed from services retrospectively vide order dated 30-01-2003, on the charges of unauthorized absenteeism and in the order dated 30-01-2003, it has been mentioned that he was served with a charge sheet dated 24-06-2002, for unauthorized absenteeism, but in fact, no such charge sheet was served on him and he was never supplied with any statement of allegations, documents or any kind of information regarding the conduct of departmental inquiry against him and he was even not aware of initiation of the



departmental enquiry against him and it was only after receipt of the dismissal order dated 30-01-2003, he came to know that a departmental enquiry was conducted against him and he was dismissed retrospectively from services. It is also pleaded by the workman that no sincere efforts were made by party no. 1 to intimate him about the enquiry and it can be found from the conduct of party no. 1 that party no. 1 was in a hurry to finish the enquiry against him and the enquiry was conducted without his knowledge and behind his back, in total disregard to the principles of natural justice and as such, the enquiry is unfair and illegal and the copy of the enquiry report submitted by the enquiry officer was not supplied to him and the enquiry officer was a person of party no. 1, so he was not impartial and the enquiry report was prepared by the enquiry officer according to the direction of party no. 1 and looking to the charges leveled against him, the punishment imposed is shockingly disproportionate and the order of punishment has been passed by an incompetent person.

It is also pleaded by the workman that he was suffering from chest pain and hypertension and was required to undergo medical treatment regularly and had time to time submitted leave applications to the concerned authority and he had also submitted medical certificate, whenever he had taken medical treatment and whenever he had submitted leave application on medical ground, the concerned officer used to intimate him that his applications for leave had been granted, but in fact, the concerned officer had never forwarded the leave applications to the higher authorities and at number of times, he was told orally by the superintendent, Mines that he was suspended from duties and he was not allowed to sign the muster register and he being an illiterate person could not understand the same and never raised any objection against such action and due to suffering from chest pain and hypertension, he was facing difficulty in working underground, so he made representations to party no. 1 to allot him work on surface and he was also advised by the Medical officer to perform light work and to avoid strenuous and heavy manual work and he had also applied for voluntary retirement, but his application was malafidely rejected by letter dated 21-04-2002 issued by the party no. 1 and thereafter, immediately charge sheet was issued with malafide in ten tion against him and false enquiry was conducted against him and he was illegally dismissed from services and from the date of illegal dismissal, he is out of employment.

The workman has prayed for his reinstatement in service with continuity and full back wages.

3. Party no.1 in its written statement has pleaded inter-alia that as the workman started remaining absent from duty from the year 1999 and worked only for few days from the year 1999 and continuously remained absent since 6-10-2001, it (Management) was constrained to issue

the charge sheet against the workman and the workman refused to accept the charge sheet, so the same was sent to the office address to his wife, where she was working and even after intimation by the post authorities, the workman failed to claim the notice issued by it and in the year 1997-98, the workman was warned for remaining absent without any leave and the workman had not replied to such warning letter and even though the workman refused to receive the charge sheet, he was well aware of the issuance of the charge sheet against him and the wife of the workman by her letter dated 29-06-2002 had submitted leave letter of intimation intimating the workman to have been suffering from mental illness and admission of the workman in mental hospital on 20-06-2002, after suffering from mental stroke on 18-06-2002 and such letter was received by it on 5-7-2002 and as the workman failed to submit his reply to the charge sheet even after two months of issuance of the charge sheet, it had left with no option, but to appoint enquiry officer and accordingly, by order dated 18-7-2002, Shri S.V. Ramteke was appointed by it as the enquiry officer to make the enquiry and the enquiry officer issued notice of the enquiry on 20-7-2002 intimating both the parties to hold the enquiry on 26-07-2002 and the workman refused to claim such notice and he also did not appear before the enquiry officer on 26-07-2002, so the enquiry officer in order to give one more chance to the workman to appear in the enquiry, sent letter dated 6-08-2002 intimating the workman of holding the 2nd sitting of the enquiry on 9-08-2002 and the workman failed to claim the notice and the workman also did not appear before the enquiry officer on 19-08-2002, so the enquiry officer passed orders to proceed ex-parte against the workman and the enquiry was concluded on 19-08-2002 and the enquiry officer submitted his report on 03-10-2002, holding the workman guilty of the charges leveled against him. It is further pleaded by the party no. 1 that to give one more opportunity to the workman to put his case before it, the second show cause notice along with enquiry report and all other documents was sent to him in all the three known addresses, but such envelopes were returned back by the postal authorities, as the workman failed to claim the same and as the workman failed to respond even to the second show cause notice, the Disciplinary Authority considered the service record of the workman and the enquiry report and passed the order dated 30-01-2003, dismissing the workman from services with effect from 28-01-2003 and the workman during the entire service tenure had never submitted any kind of representation requesting for providing surface work to him, on the ground of suffering from any kind of ailment and he had also never submitted any leave application intimating it about his suffering from any medical ailment and the workman was in habit of remaining absent from duties without intimating the superior officers and without taking leave from the concerned officers and taking into consideration the service record, charge sheet

was issued against him and it had taken all the initiatives and care to see that charge sheet was duly served upon the workman and the enquiry officer had also taken utmost care to serve notice of the enquiry proceedings on the workman, but the workman failed to claim the charge sheet and notices and the enquiry was conducted by the enquiry officer, by observing all principles of natural justice and the workman worked for 106 days, 122 days and 7 days in the years 1999, 2000 and 2001 respectively and continuously remained absent after 06-10-2001 and it was the workman, who was responsible for the misconducts committed by him, which were intentional and the workman did not want to continue in service and the plea taken by him is an afterthought and the workman neither in the application filed before the Asst. Labour Commissioner nor in the statement of claim had disclosed about his sickness and the day of recovery and the workman was not suffering from any kind of chest pain and hypertension and he was not required to undergo medical treatment regularly and the workman was never intimated that he was suspended from his duty and therefore, he was not allowed to sign the muster roll and the workman was not eligible for consideration to VRS and as such, his application for VRS was rejected and it had never asked the workman to submit application for re-employment and the workman is not entitled to any relief.

4. As the punishment of dismissal of the workman from services was passed by the management after holding of a departmental enquiry against him, the validity of the departmental enquiry was taken for consideration as a preliminary issue and by order dated 5-11-2009, the departmental enquiry was held to be valid and in accordance with the principles of natural justice.

5. At the time of argument, it was submitted by the learned advocate for the workman that the enquiry conducted against the workman was without compliance of the provisions of law and in utter disregard and violation of the principles of natural justice and the letter dated 29-06-2002 submitted by the wife of the workman regarding the illness and treatment of the workman in the hospital was placed on record by the management during the enquiry and marked as Ext. M-3 and from the said document, it is clear that management was fully aware about the illness and treatment of the workman in the hospital and it is clear from materials on record that from the initial stage of the enquiry, the management and so also the enquiry officer was quite aware that the workman was undergoing treatment at Mental hospital, Nagpur, but inspite of the same, notices of the enquiry were sent to the workman in different addresses and no honest and sincere steps were taken by the management or the enquiry officer to contact the workman at Government Medical hospital, where he was taking treatment and Ext. M-3 shows that the workman was suffering from mental illness, even before the issuance of the charge sheet and as such, the

same cannot be said to be afterthought and the documents regarding the treatment of the workman were misplaced and subsequently the documents were traced out and filed along with the affidavit of the workman, after the order on the validity of the enquiry was passed, but the Tribunal did not allow the same to be admitted in evidence, on the ground of having no scope of introducing new evidence, after passing of order on the validity of the enquiry in favour of the management and the documents regarding the treatment of the workman cannot be said to be introducing new evidence and the punishment imposed is shockingly disproportionate to the charges leveled against the workman and as the enquiry was conducted illegally against the workman, the findings given by the enquiry officer cannot be accepted in the eyes of law and are therefore liable to be quashed and set aside and the punishment imposed on 30-01-2003 with retrospective effect, basing on such enquiry report is also liable to be quashed and set aside and the workman is entitled to be reinstated in service with continuity and full back wages.

6. Per contra, it was submitted by the learned advocate for the party no.1 that the workman was habitual absentee and he used to remain unauthorized absence from duty, without any intimation or sanctioned leave and the punishment of dismissal cannot be said to be harsh or disproportionate and the workman had never submitted any representation intimating the management about his suffering from any disease or ailment, during his entire service tenure and the charge sheet for the misconduct of unauthorized absence was served on the workman on 24-06-2002 and had it been the case that the workman was suffering from any ailment, then he himself or his wife should have applied for leave immediately and should not have waited till submission of the charge sheet and for the first time on 29-06-2002, the wife of the workman submitted leave letter intimating the workman to have been suffering from mental illness and he had mental stroke on 18-06-2002 and that he had been admitted in mental hospital on 20-06-2002, which clearly indicated that such plea was an afterthought to gain sympathy and even if, for the sake of argument, it is admitted that the workman suffered from brain stroke on 18-06-2002, still then, the workman had not given any explanation for his absence from 6-10-2001 to 18-06-2002 i.e. the period of unauthorized absence mentioned in the charge sheet and for similar charges of remaining unauthorized absence in 1997-98, the workman was given a warning letter and the fairness of the enquiry has already been answered in favour of party no. 1 and commission of grave misconduct has been dully proved against the workman and as such, the punishment of dismissal from service imposed against the workman cannot be said to be disproportionate and the punishment so imposed is legal, proper and justified and there is no scope to interfere with the punishment and the workman is not entitled to any relief.

In support of such contentions, the learned advocate for the party no. 1 placed reliance on the decisions reported in 2006(108) FLR-367 (Larson and Toubro Grahak Sahakari Sanstha Vs. Tanaji Kashinath Vishwe), 2005 (104) FLR-1018 (Hindustan Petroleum Corporation Ltd. Vs. D. N. Vidhate) and (2006) 1 SCC-589 (State of Rajasthan Vs. Mohd. Ayub Naz).

7. The argument advanced by the learned advocate for the workman is almost regarding the fairness of the enquiry. At the cost of repetition, it is necessary to be mentioned here that by order dated 05-11-2009, it has already been held that the departmental enquiry conducted against the workman is valid and in accordance with the principles of natural justice. Hence, there is no scope to consider again the submission made by the learned advocate for the workman regarding the fairness of the enquiry. So far the contention regarding adducing of evidence by the workman to disprove the findings given in the departmental enquiry is concerned, it is to be mentioned that the order regarding the validity of the departmental enquiry has been passed in favour of the party no.1 and as such, there is no scope of adducing new evidence to disprove the findings given in the departmental enquiry. Section 11 A of the Act also provides that in any proceedings under section 11-A, the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter.

8. On perusal of the materials on record, it is found that this is not a case of no evidence or that on the materials, the conclusion drawn by the enquiry officer cannot be that of a reasonable man. The findings given by the enquiry officer are based on the materials available on the record of the departmental enquiry. The enquiry officer has analyzed the evidence in a rational manner and has assigned cogent reasons in support of his findings. Hence, the findings of the enquiry officer cannot be said to be perverse.

9. So far the proportionality of the punishment is concerned, serious misconduct of unauthorized absence from duty for a long period has been proved against the workman in a properly conducted departmental enquiry. Hence, the punishment of dismissal from services imposed against the workman cannot be said to be disproportionate. In view of the discussions made above and applying the principles laid down by the Hon'ble courts in the decisions cited by the learned advocate for the party no.1 to the case at hand, it is held that there is no scope to interfere with the punishment imposed against the workman. Hence, it is ordered:—

#### ORDER

The action of the management of M/s. Western Coalfields Limited, Saoner Sub Area, Saoner, Distt. Nagpur (MS) in awarding the punishment of dismissal from service

w.e.f. 28-01-2003 to Shri Homraj S/o. Marotrao Kekatpure, General Mazdoor, Saoner Mine no. 2 is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 11 मई, 2012

**का.आ. 1946.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबंध में निर्योक्तों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए ऑफ 183 ऑफ 2004 न्यू/आईटीसी नं. 90/1999 ओल्ड) को प्रकाशित करती है जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था।

[सं. एल-41012/123/98-आई आर (बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2012

**S.O. 1946.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. CGITA of 183 of 2004 New ITC No. 90/1999 Old) of the Central Government Industrial Tribunal/-cum-Labour Court, Ahmedabad (Gujarat) now as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 9-5-2012.

[No. L-41012/123/98-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### PRESENT:

Binay Kumar Sinha,  
Presiding Officer  
CGIT-cum- Labour Court,  
Ahmedabad, Dated 26-03-2012

**Reference: CGITA of 183 of 2004 New**

**Reference: ITC 90/1999 (Old)**

1. The Divisional Railway Manager,  
Western Railway, Kothi Compound,  
Rajkot (Gujarat)- 360001.
2. The Divisional Operating Manager,  
Western Railway, Kothi Compound,  
Rajkot (Gujarat)-360001 ...First Party

And their workman

Shri S.S. Pathan  
Through The Chairman,  
Paschim Railway Karmachari Parishad,  
7, Mahudi Mahavir, D cabin Area, Sabarmati,  
Ahmedabad-380019. ....Second Party

For the first party : Shri H.B. Shah, Advocate

: Shri Janak R. Pandya, Advocate

For the second party : Shri S.B. Nigam, Member  
Executive body of PRKP

### AWARD

The dispute was referred for adjudication by Industrial Tribunal, Ahmedabad, Gujarat, by the Central Government/Ministry of Labour, Shram Mantralaya, Shram Shakti Bhavan, Rafi Marg, New Delhi by its order No. 41012/123/98-IR (B-1) dated 17-03-1999 considering the dispute exists between the employers in relation to the management of Western Railway and their workman by formulating the terms of reference under schedule as follows.

### SCHEDULE

“Whether the action of the Railway Administration the penalty of reduction to one stage in the same scale with future effect on Shri S.S. Pathan, Station Suptdt Nandol Dehgam vide order No. ET/308/92/X5/09 dated 13-03-1995 is just and legal? If not what relief the concern employee is entitled to?”

(2) On registering of the case notices were sent to the parties for submitting statement of claim and written statement. In response to the notice the second party workman through representative of the PRKP appeared and submitted statement of claim at Ext. 5 attached with the copy of the enquiry papers. The second party admitted to the propriety of the domestic enquiry and also admitted to the findings of the enquiry report but disputed regarding the punishment imposed upon him by the disciplinary authority. The second party did not adduce oral evidence rather relied upon all the enquiry papers itself and thereafter filed closing pursis at Ext.-10, also filed the documents copy of chargesheet dated 22-09-1982, statement of management witness Shri S.K. Fadke, findings of the enquiry officer dated 17-04-1994, the notice of imposing penalty dated 13-03-1995, copy of extract rules and copy of the railway receipt under the list at Ext. 7. The first party (western railway) also appeared through lawyer, did not file any written statement. Rather filed closing pursis at Ext. 12 on the ground that the domestic enquiry held against the delinquent workman is admitted. Thereafter the case was fixed for hearing argument on the materials available on the record both sides the second party and the first party filed their respective written arguments at Ext. 12 and 19 respectively.

(3) The case of the second party as per statement of claim is that Shri S. S. Pathan Assistant Station Master working at Nandol/Dehgam/Railway Station of Rajkot Division delivered round iron, steel consignment under the R. R. to the consignee. Thereafter he was served with a chargesheet No. ET/308/92/AS/9 of 21-09-1992 for serious misconduct as he failed to maintain absolute integrity and devotion to duty by contravening Railway services conduct rules with the following charges (a) he has delivered the materials on the forged railway receipt. No. 836271 dated 06-07-1991, (b) he failed to give cognizance to the charged Kms. i.e. 1526 instead of 1280 Kms., (c) being a self Railway Receipt must be endorsed by the Bank, (d) delivered 6 bundles instead of 5 bundles, (e) failed to observe the rules in paras 916, 965, 1440 and 2146 of Indian Railway Commercial Manuals. The management of first party appointed Traffic Inspector, Sabarmati as an Enquiry Officer and the railway gave the list of witnesses which included Shri S.K. Phadke, Station Suptdt, Nandol-Dehgam Station, Mr. Pari Divisional Commercial Inspector Rajkot and H.S. Raval Sr. Commercial Inspector Head Quarter. Shri M.R. Pari was the man who conducted the fact finding enquiry. Shri S.K. Phadke was examined and he gave his statement before the enquiry officer wherein he admitted that all the rules were followed by the delinquent workman. The management of first party, Western Railway failed to produce other two key witness Mr. M.R. Pari and H.S. Raval who had investigated the case and so their non-appearance before the enquiry officer confirms that they were not supporting allegation under the charge leveled against delinquent. Further case is that those two witnesses were important as they conducted the preliminary enquiry. Further case is that after concluding the enquiry, the enquiry officer after going through the oral and documentary evidence produced on behalf of the management of railway, submitted his report and findings dated 17-04-1994 and the conclusion of the findings as follows. “The charges leveled against Shri S. S. Pathan ASM, Nandol Dehgam are not proved. However as the consignment was valuable, even if the identification was not required as per rules he would have taken the identification of the party before delivering the consignment which he has failed. As the ITA-AS V and sectional CMI-ADI (MG) have also not raised this point in their visit, so before imposing the penalty this may please be kept in view.” Contention of the second party further is that the enquiry officer is supposed to enquire the allegations and give the findings with reasons if the same is proved or not. But the enquiry officer is not supposed to give his view or judgment regarding imposing punishment. Further case is that the findings of the enquiry officer have clearly stated that the charges are not proved. So, the Disciplinary Authority if disagreed with the E.O, he should give reasons as to why he disagree with the report of E.O. and ought to have given his findings before imposing the penalty. But this has not been done as per order of punishment. Further case is that the chargesheet was issued



for serious misconduct. But the misconduct was not proved in the enquiry, which is also obvious from the management of first party's Written comments submitted before the ALC (C) Ahmedabad During conciliation efforts wherein the railway agrees that the delinquent has been penalised for negligence and carelessness. On these grounds prayer has been made that the punishment order dated 13-03-1995 imposed upon the delinquent workman Shri Pathan be set aside and delinquent workman be paid his full dues with all consequential benefits. As if no chargesheet was issued. With further relief as to damages for mental torture and cost of this case and to any other relief to which the workman is found entitled. Both sides during argument agreed that there is no scope for adducing oral evidence in this case and prayed for passing the award on the documentary evidence viz the entire enquiry papers and the punishment order.

(4) In view of the argument advanced on behalf of the both sides and also considering the contention of the second party as per statement of claim the following issues are taken up for determination.

#### ISSUES

(I) Whether the reference is maintainable?

(II) Has the workman Shri S.S. Pathan through its union PRKP has got valid cause of action?

(III) Whether the disciplinary authority has given reasons for disagreeing with the findings of the enquiry officer wherein enquiry officer has not found any of the charges proved against the delinquent workman?

(IV) Whether the penalty of reduction to one stage in the same scale with future effect imposed upon the delinquent workman Shri S. S. Pathan by the disciplinary authority by its order dated 13-3-1995 comes under the minor penalties or major penalties?

(V) Whether the delinquent workman is entitled to the relief as prayed for?

#### FINDINGS

##### (5) ISSUE NO. III

It has been argued on behalf of the second party that delivering of the consignment round steel, iron rods on 29-08-1991 had been made by the delinquent workman after taking all precautions and verifying the R.R. and more so said transaction regarding delivery of consignment had been inspected by the commercial inspectors and inspectors account on 3-09-1991 who have not raised any question of violating the railway rules or regarding carelessness and negligence on part of the delinquent workman. It has been further argued that without serving with the copy of any

complaint with regard to said delivery of consignment under R.R., the workman was served with charges of serious misconduct and the chargesheet was issued by Divisional Commercial inspector, Rajkot, on the basis of complaint. It has been further argued that the chargesheet was issued on the basis of preliminary investigation of the allegation under complaint but during enquiry the document regarding complaint against the delinquent has not been produced and the officer who made the complaint has not also been examined for substantiating the charges. It has been further argued that Mr. Pari Divisional Commercial Inspector, Rajkot and Shri H.S. Raval Sr. Commercial Inspector, Head Quarter were the key witnesses but they have not been examined in the domestic enquiry. Whereas it was necessary to produce the complainant during the enquiry and also to examine the complainant and when the complaint against the workman was not produced before the enquiry officer then it vitiates the enquiry held against the delinquent workman. Pointing towards the findings of the enquiry officer in his enquiry report dated 17-04-1994, the learned representative of the second party submitted that the enquiry officer clearly gave findings that, first charge regarding the delivery of consignment on forged R.R. have clearly opined that as per the prosecution witness and the delinquent employee statement this charge has not been proved regarding a forged R.R. TIA-ASI has inspected the station on 3-09-1991 but did not point out any violation. It has been further argued that regarding the second charge of failing to give cognizance of difference in k.m. by verification in actual and charge k.m. the finding has been given that the difference in railways interest and as per prevailing rules and that it was the responsibility of the forwarding station and the R.R. was "paid" R.R. so this charge has also not been proved against Shri S.S. Pathan. It has been further argued pointing towards the 3rd charge against the delinquent it has been mentioned in the findings. On going through the statement of claim of prosecution witness and delinquent employee statement as per the rule no such endorsement of bank on "self paid" R.R. is necessary. And so this charge is also not proved against the Shri Pathan. Pointing towards the 4th charge as per enquiry officer's findings it has been incorporated that charge to the effect of delivery of 6 bundles instead of 5 bundles as per R.R., on examining the labels which clearly reads "lose", the steel is heavy consignment loose iron bars might have been placed partly in both the wagons and as such the labels have shown 3 bundles whereas actually it was not so. And thus accepting the statement of delinquent workman Shri Pathan that had their been any excess bundle message come from SBI TP which was not there as such allegation goes in negative. Further arguing pointing towards the findings of the E.O. to charge No.5 as to allegation for not observing paras 916, 965, 1440 and 2146 of the I.R.C.M. (Indian Railway Commercial Manual), it has been give clear findings that those rules are not



applicable in connection with the said R.R. Further pointing out that the enquiry officer has clearly mentioned that the prosecution witnesses and the delinquent employees statement have the same view that there were no suspicious points on the R.R. which may required for identification of the consignee. It has been further argued that on going through the DCMI-CMI joint report it reveals that practically they have also rejected those points which have been examined in the above findings as the DCMS report is silent as to whether these labels of wagon were changed. If the inward number taker book and outward number taker book at marshalling stations would have been tallied for the wagon the mischief would have been detected and wrong delivery could have been avoided, had there been any message from that station, about wrong dispatch of wagon. It has been pointed towards the conclusion findings as per enquiry report that it has been clearly mentioned by the enquiry officer that the charges levelled against Shri S.S. Pathan ASM-Nandol Dehgam are not proved. It has been further argued that when any of the charges have not been proved as per findings of the enquiry officer in its enquiry report, there was no question for disagreeing with the findings of the enquiry officer in respect of the charges and the action on part of the disciplinary authority for penalizing the delinquent workman for negligence which was not a misconduct enumerated under any of the charges and so when there was no proved misconduct on part of the delinquent workman then charges as per charge sheet itself should be treated as unwarranted and the penalty so imposed cannot be said to be tenable. It has also been argued that the findings of the disciplinary authority as per punishment order is clearly outside scope of the charges leveled against the delinquent workman.

(6) On the other hand it has been argued by the learned counsel of the first party that the penalty of stoppage of one increment with future effect is minor penalty imposed on the delinquent workman and so provision of section 11 A of the I.D. Act is not attracted for either quashing the order of penalty or for its modification. It has been argued that the enquiry was not challenged by the second party workman on the ground of malafide or violation of principle of natural justice rather only challenged the order of imposing the minor penalty on the ground that the disciplinary authority had exercised jurisdiction contrary to enquiry report. It has been further argued that it is prerogative of the competent authority to consider enquiry report of enquiry officer and on scrutinizing the record shall come to decision to impose penalty. It has been argued that this tribunal has no jurisdiction to alter, amend or modify the penalty except there is violation of principle of natural justice and fair play and that appeal and disciplinary rules provide appeal, revision against order of punishment but no such steps have been extorted by the second party. The arguments

advanced by Shri H.B. Shah, learned Advocate for the 1st party are not at all tenable. The disciplinary authority has himself violated the principle of natural justice and fair play in imposing major punishment to the delinquent whereas the E.O. as per its report had clearly exonerated him from all charges as not proved.

(7) From perusal of the chargesheet dated 21-09-1992 it is evident that the delinquent workman was served with chargesheet for committing serious misconduct for the charges but in domestic enquiry no any charge was proved against the delinquent workman as per report of the enquiry officer but the enquiry officer in the concluding line has given his views regarding imposing punishment which was not within the domain of the enquiry officer rather duty of the enquiry officer can be said to be examined the evidence coming during the enquiry and gave findings to each of charges that charge have been proved or not proved but for not suggesting as to imposing penalty. From going through the punishment order dated 13-03-1995 passed by the disciplinary authority, it has been mentioned that the delinquent employee has failed in taking adequate precaution before giving delivery of the consignment the distance verification in the shown in the R.R. and the actual distance has not been taken cognizance when the charges had already been received by the issuing station of the delivery as paid, R.R. for self, there was no scope for taking other view while delivering the consignment to the consignee a proper consignee having found no suspicious or fake or forged R.R. From going through the materials on the record including chargesheet with memorandum of charges and the findings of the enquiry officer and also penalty imposed by the disciplinary authority, I come to the conclusion that there was no any cogent ground for disagreeing with the findings of the enquiry officer dated 17-04-1994 by the disciplinary authority. More so, when none of the charge had been proved during enquiry and when the officer who made complaint and conducted preliminary enquiry into the allegation have not been examined during the enquiry and the Station Suptd. Shri Phadke examined only as management witness accepted in his evidence that there have been no violation of the rules and regulation in making delivery of the consignment by the delinquent workman and the evidence of the management witness and the statement of the delinquent workman are on the same pattern that there had been no violation of any rules and regulations nor observation that forged R.R. had been submitted by the consignee and also considering these aspects that no any complaint was received to this effect that the consignment was delivered to a fake person other then the consignee. So, in that view of the matter there was no ground for the disciplinary authority to take different views by disagreeing with the findings of the enquiry officer so in that view of the matter the delinquent workman ought to have been exonerated from the charges rather than imposing the

punishment as per order dated 13-03-1995. This issue is decided against management of first party.

#### (8) ISSUE NO. IV

The learned counsel for the first party has argued that the penalty awarded to the delinquent workman comes under the category of minor penalties and so such minor penalties cannot be questioned by the delinquent workman by raising the industrial dispute. On the other hand the representative of the second party has argued that the punishment of reduction to one stage lower in the same time scale for one year with future effect was imposed upon the delinquent workman is major penalties as per discipline appeal and conduct rules 1991 described- under the category of Vth major penalties which enunciate “reduction to lower stage in the time scale of pay for a specified period with further direction as to whether on the expiry of such period, this will or will not have effect of postponing the future increment of his pay. Extract of the chapter- IV regarding penalties from the B.S. Mainee’s book Discipline, appeal Conduct Rules, 1991 and also extract Swami’s Manual from Disciplinary Proceedings 1987 edition have been filed which clearly go to show that the penalty imposed by the delinquent workman come under category of major penalties whereas no any of the charge levelled against the delinquent workman was proved during domestic enquiry. So, I find and hold that the penalty imposed upon the delinquent workman as to reduction to one stage in the same scale with future effect is major penalty awarded by the Disciplinary Authority even when none of the charges levelled against the delinquent workman has been proved as per findings of the enquiry officer in its report. At best disciplinary authority should have taken recourse of either giving warning or censoring delinquent workman for not taking extra precaution of resorting to identification of the consignee though generally rules does not permit when R.R. as self paid and other factors have already been examined carefully by the delinquent workman. So, penalty imposed by the delinquent workman is without any basis or without any proof of the charge. This issue is also decided accordingly against the first party.

#### (9) ISSUES NO. I, II and V

As per findings given to issue No. III and IV, I further find and hold that this reference is maintainable and the delinquent workman raising dispute through the union PRKP has got valid cause of action and the delinquent workman is entitled for the relief as to setting aside of the order dated 13-03-1995 and for his entitlement of full dues with all consequential benefits as if no charges was issued against him.

The reference is allowed in view of above finding. It is held that the action of the railway administration in imposing of reduction of one stage in the same scale with future effect on Shri S.S. Pathan (delinquent workman) Station Suptd. Nandel Dehgam dated 13-3.1995 is illegal

and unjustified and so the same is set aside. The first party is directed to pay all the dues to the delinquent workman with consequential benefits within 2 months of this order, failing which the amount of dues will carry interest @ 9% per annum. The first party is also directed to pay Rs. 500 towards of cost to the second party workman.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 14 मई, 2012

**का.आ. 1947.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई सी आई सी आई बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचाट (संदर्भ संख्या 34/2011 को प्रकाशित करती है जो केन्द्रीय सरकार को 14-5-2012 को प्राप्त हुआ था ।

[सं. एल-12011/02/2010-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th May, 2012

**S.O. 1947 .**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2011) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the management of ICICI Bank Limited and their workmen, received by the Central Government on 14-5-2012.

[No. L-12011/02/2010-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NO. 1, MUMBAI

#### REFERENCE NO. CGIT-34 OF 2011

Employers in relation to the management of  
ICICI Bank Ltd.

And

Their workman (Shri B. Kamtekar & 119 ors)

Shri R. S. Pai, Adv. present for the Management  
Shri Babu Kamtekar, workman present 20-4-12.

The workman has filed reply of the application dated 29-3-2012 filed on behalf of the Management heard.

Hon’ble High Court by order dt. 8-2-2012 has set aside the reference orders dt. 31-10-2011 by consent of the parties. In view of this order this reference does not survive.

The application is therefore, allowed and the reference stands disposed of as above.

Award is passed accordingly.

Sd/- Illegible, Presiding Officer

नई दिल्ली, 14 मई, 2012

**का.आ. 1948.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या 16/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2012 को प्राप्त हुआ था।

[सं. एल-12012/172/2006-आई आर (बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th May, 2012

**S. O. 1948.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 14-5-2012.

[No. L-12012/172/2006-IR (B-I)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO.1, MUMBAI  
JUSTICE G. S. SARRAF, Presiding Officer  
REFERENCE NO. CGIT-1/16 OF 2007**

Employers in relation to the management of  
State Bank of India

**And**

Their workman (A. S. Abnave)

#### Appearances:

For the Management : Shri M. G. Nadkarni, Adv.

For the workman : Shri M. B. Anchan, Adv.

State : Maharashtra

Mumbai, dated : 24th April, 2012

#### AWARD PART-II

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference given in the schedule are as follows:

Whether the action of the management of State Bank of India is justified and proper by discharging Shri A. S. Abnave from his duties w.e.f. 8-7-2004 and the punishment imposed on him is proportionate or not? If not, what relief the workman is entitled to?

It is not necessary to narrate the facts here because the facts have been stated in detail in the Award Part-I passed by this Tribunal on 18-4-2012.

Following issues were framed:

(1) Whether the enquiry conducted into the charges framed against the second party workman is fair and proper and whether the findings of the enquiry are valid?

(2) Whether the punishment of discharge from service imposed on the second party workman is proportionate to the charges proved against the workman?

(3) What relief the second party workman is entitled to?

(4) What order?

Issue no.1 has been decided in favour of the Bank and against the workman by Award Part-I.

Heard rival submissions on Issues nos. 2 to 4.

**ISSUE NO. 2:** The charges against the workman are unauthorised absence without application and without prior permission for 632 days during the period from 7-7-1999 to 31-7-2002 and outside borrowings and issuing cheques without maintaining proper balance in the account. The Enquiry Officer submitted his report on 24-4-2001 in which he held that both the charges were proved against the workman. A show cause notice dt.24-11-2003 was issued to the workman by the Disciplinary Authority calling upon the former to show cause as to why the proposed penalty of dismissal without notice should not be imposed upon him. The workman submitted his reply dt.17-12-2003 and sought personal hearing. Accordingly the Disciplinary Authority granted personal hearing to the workman on 8-1-2004. The workman made a submission for one more chance and for putting him under observation for a period of six months. The Disciplinary Authority acceded to the request and decided to review the matter after six months. During the observation period of six months from January, 2004 to June, 2004 the workman again remained absent unauthorisedly without giving leave application for a period of 36 days. It was also found that even on the days the workman was present he was missing from his desk for 1 to 2 hours without permission. In these circumstances, the Disciplinary Authority passed his final order on 7-7-2004 and imposed a penalty of discharge from service with superannuation benefits and without disqualification for future employment.

The question is that whether the punishment of discharge from service imposed on the workman is proportionate to the charges proved against him.

The conduct of remaining absent for long periods without obtaining leave is a grave misconduct. In this case the workman has remained absent unauthorisedly for as many as 632 days within a span of about three years. Moreover, the workman has also been guilty of outside



borrowings and issuing cheques without maintaining proper balance in the account which is infringement of rules of conduct and which also amounts to gross misconduct.

Considering all the facts and circumstances of the matter I am clearly of the opinion that the Disciplinary Authority has shown leniency in the matter by imposing the punishment of discharge from service with superannuation benefits instead of dismissal without notice. The punishment imposed on the workman is not at all disproportionate.

**ISSUE NO. 2** is, therefore, decided in favour of the Bank and against the workman.

**ISSUE NO. 3 :** The workman is not entitled to any relief.

**ISSUE NO. 4 :** The punishment of discharge from service imposed against the workman A.S.Abnave is proportionate to the charges levelled against him and the action of the Bank is held justified and proper.

Award Part-II is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 14 मई, 2012

**का.आ. 1949.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 22/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/83/2003-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 14th May, 2012

**S.O. 1949.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 14-5-2012.

[No. L-22012/83/2003-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT /NGP /22/2006**

Date: 4-5-2012.

**Party No. 1 (a) :** The Sub Area Manager, WCL Murpar Project of (Umrer Area) of WCL, Post: Khadsanghi, Tah-Chimur, Distt. Chandrapur (MS)

(b): M/s. Singh & Sons,  
WCL Contractor, Singhnagar  
Dahegaon, Chhindwara Road,  
Distt. Nagpur (MS)

#### Versus

**Party No. 2 :** Shri Shalik Manik Kosare,  
R/o. Murpar, Post: Khadsanghi,  
Teh. -Chimur, Distt. Chandrapur  
Maharashtra.

#### AWARD

(Dated: 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Shalik Manik Kosare, for adjudication, as per letter No.L-22012/83/2003-IR (CM-II) dated 21-3-2006, with the following schedule:-

“Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Shalik Manik Kosare, is legal and justified? If not, to what relief he is entitled?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Shalik Manik Kosare, (“the workman” in short) and the management of the WCL (“Party No. 1” in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short)

for the purpose of preparing underground road upto the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as a General Mazdoor on 7-8-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 5-11-1997 continuously till 28-12-2001 and he is a workman / employee of party no. 1 (a) and party no.1(a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no.1 (a) and (b) and as such, termination

of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no.1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1(a) and 1(b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December, 2001 was not paid to him and as party no.1 was the principal employer and party no.1(b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1 (a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1 (a) has pleaded inter-alia that it had entered into a contract with B. G. M. L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no.1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it (party no.1(a)) was related to party no.1(b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost

of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no.1(b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti (2006 (2) SCALE 115) and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no.1(a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no.1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 24-8-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

It will not be out of place to mention here that on 14-1-2012 a pursis stating that copies of affidavit and written notices of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the exparte order, an application for dismissal of the reference on the basis of the judgment of the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs. Umadevi, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer-employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside exparte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 04-05-2012 and the counsel



himself was present in the second half, but the Bench Clerk informed him that as the matter had already been fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed by the advocate for party no.1(a) were received by Speed Post. Copies of the applications and pursis were not served on the other side. However, the said applications and pursis were rejected as neither the advocate nor anybody else on behalf of party no. 1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party no.1(a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 7-8-1993 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no.1(b) from 5-11-1997 to 28-12-2001 and the workman was sent for vocational training by party no.1(a) and as such, the workman was the employee of party no.1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1(b), preceding his termination and before the termination of the services of the workman, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no.1(a) and 1(b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no.1(a) and 1(b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no.1(a) and BGML engaged him from 7-8-1993 to 2-7-1996 as a General Mazdoor and that he was again engaged by party no.1(b), another contractor

from 5-11-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no.1(a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1(a) and he was employed by contractors and the party no.1(a) was not controlling, or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no.1(b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :-

"Though section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended section 25-B

only consolidates the provisions of section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended section 25 B and the unamended Cl. (b) of section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended section 25-B”.

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon’ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25- B (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25- B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25-B and chapter V-A”.

The Hon’ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

“Industrial Disputes Act (14 of 1947)-S.25-F, 10-Retrenchment compensation-Termination of services without payment of -Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his termination- Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by ‘the Hon’ble Apex Court in the decisions mentioned above that for applicability of section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting

backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon’ble Apex Court and it is to be found out if the workman has been able to prove that he had infact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit and a Xerox copy of certificate issued by M/s. Singh that he worked as a temporary contingent labour from 5-1-1997 to 3-2-1998, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in section 25-F read with section 25-B of the Act, the provisions of section 25-F are not applicable to his case and as such, he is not entitled for any relief.

### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 15 मई, 2012

**का.आ. 1950.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 17/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/28/2003-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 15th May, 2012

**S.O. 1950.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.17/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 15-5-2012.

[No. L-22012/28/2003-IR (CM-II)]

D. S. S. SRINIVASARAO, Desk Officer

**ANNEXURE****BEFORE SHRI J. P. CHAND, PRESIDING  
OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT /NGP /17/2006** Date: 4-5-2012.**Party No. 1 (a) :** The Sub Area Manager, WCL  
Murpar Project of (Umrer Area) of  
WCL, Post: Khadsanghi, Tah-Chimur,  
Distt. Chandrapur (MS)(b): M/s. Singh & Sons,  
WCL Contractor, Singhnagar  
Dahegaon, Chhindwara Road,  
Distt. Nagpur (MS)

Versus

**Party No. 2 :** Shri Suresh Patruji Meshram,  
R/o. Murpar, Post: Khadsangi,  
Teh. -Chimur, Distt. Chandrapur  
Maharashtra.**AWARD**

(Dated: 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 ( 14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Suresh Patruji Meshram, for adjudication, as per letter No.L-22012/28/2003-IR (CM-II) dated 21-3-2006, with the following schedule:-

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Suresh Patruji Meshram, is legal and justified ? If not, to what relief he is entitled ?"

On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Suresh Patruji Meshram, ("the workman" in short) and the management of the WCL ("Party No.1" in short) filed its written statement.

2. The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no.1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road upto the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no.1 (a) also engaged party no.1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as a General Mazdoor on 19-9-1993 and he continued to work till

2-7-1996 and thereafter, his services were utilized by party no. 1(b) w.e.f. 5-1-1997 continuously till 28-12-2001 and party no.1 (a) sent him for vocational training from time to time and he had under gone the said training successfully and as such, he is a workman /employee of party no.1 (a) and party no.1(a) is the principal employer and his appointment by both the contractors was oral and the party no. 1(b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no.1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of section 25-G of the Act and the termination of his services amounted, to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1(a) and 1(b), but they did not re-employ him in violation of section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1(b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1(a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1 (a) has pleaded inter-alia that it had entered into a contract with B.G. M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drivage within eight months and it also awarded another contract to party no. 1 (b) for construction of drivage of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another



contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it [party no.1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no.1(b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti 2006 (2) SCALE 115 and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 24-8-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

It will not be out of place to mention here that on 14-1-2012 a pursis stating that copies of affidavit and written notes of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the exparte order, an application for dismissal of the reference on the basis

of the judgment of the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs. Umadevi, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer- employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside exparte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 4-5-2012 and the counsel himself was present in the second half, but the Bench Clerk informed him that as the matter had already been fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed the by advocate for party no.1(a) were received by Speed Post. Copies of the applications and pursis were not served on the other side. However, the said applications and pursis were rejected as neither the advocate nor anybody else on behalf of party no.1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party no.1 (a) had engaged M/s. B.G.M.L, a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 19-9-1993 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no.1 (b) from 5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no.1 (a) and as such, the workman was the employee of party no.1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no.1(a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the

illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no.1(a) and 1(b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1(a) and BGML engaged him from 19-9-1993 to 2-7-1996 as a General Mazdoor and that he was again engaged by party no.1(b), another contractor from 5-1-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no.1 (a). The only claim of the workman is that party no.1(a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 2-9-1993 to 29-9-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no.1(a), as because, he was sent for vocational training by party no.1(a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms “contract labour”, “establishment” and “workman” does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word “workman” is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms “establishment” and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1(a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that

he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1(b) is concerned, I think it necessary to mention the principles enunciated by the Hon’ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon’ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

“Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended section 25-B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B”.

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon’ble Apex Court have held that,

“Industrial Disputes Act, 1947 (14 of 1947). Section 25- B (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25- B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months



commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon’ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

“Industrial Disputes Act (14 of 1947- S. 25-F, 10-Retrenchment, compensation-Termination of services without payment of Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his termination-Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon’ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon’ble Apex Court and it is to be found out if the workman has been able to prove that he had infact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 15 मई, 2012

**का.आ. 1951.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डबल्यू. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 18/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2012 को प्राप्त हुआ था ।

[सं. एल-22012/79/2003-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 15th May, 2012

**S. O. 1951.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.18/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 15-5-2012.

[No. L-22012/79/2003-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

### ANNEXURE

#### BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/18/2006

Date : 4-5-2012.

**Party No.1(a) :** The Sub Area Manager, WCL Murpar Project of (Umrer Area) of WCL, Post: Khadsanghi, Tah-Chimur, Distt. Chandrapur (MS)

(b): M/s. Singh & Sons, WCL Contractor, Singhnagar, Dahegaon, Chhindwara Road, Distt. Nagpur (MS)

### Versus

**Party No. 2 :** Shri Ganpat Lahanuji Neware, R/o Murpar, Post : Khadsangi, Teh. -Chimur, Distt. Chandrapur Maharashtra.

### AWARD

(Dated : 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 ( 14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Ganpat Lahanuji Neware, for adjudication, as per letter No.L-22012/79/2003-IR (CM-II) dated 21-3-2006, with the following schedule:—

“Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Ganpat Lahanuji Neware, is legal and justified ? If not, to what relief he is entitled ?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written

statement and accordingly, the workman Shri Ganpat Lahanuji Neware, (“the workman” in short) and the management of the WCL (“Party No.1” in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as “W. C. Ltd. Murpar Project” and the same is under the control and supervision of party no.1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, (“B.G.M.L.” in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no.1 (a) also engaged party no.1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no.1 (b) is working with party no.1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a General Mazdoor on 8-10-1992 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no.1 (b) w.e.f. 5-1-1997 continuously till 28-12-2001 and he is a workman/employee of party no.1 (a) and party no.1 (a) is the principal employer and his appointment by both the contractors was oral and the party no.1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month’s notice, nor one month’s wages in lieu of notice, nor retrenchment compensation was paid to him by parties no.1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1(b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1(a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in

spite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1(a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drivage within eight months and it also awarded another contract to party no. 1 (b) for construction of drivage of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no.1 (b) for construction of drivage of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it party no. 1 (a) was related to party no.1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no.1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no.1(b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon’ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanty [2006 (2) Scale 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of section 25-F, 25-G or H of the Act or payment of wages

by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 24-8-2011, “no cross” order was passed and order was also passed to proceed with the case ex-parte against the party no.1(a).

It will not be out of place to mention here that on 14-1-2012 a pursis stating that copies of affidavit and written notes of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the exparte order, an application for dismissal of the reference on the basis of the judgment of the Hon’ble Apex Court in the case of Secretary, State of Karnataka Vs. Umadevi, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer- employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside exparte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 4-5-2012 and the counsel himself was present in the second half, but the Bench Clerk informed him that as the matter had already been fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed by the advocate for party no.1(a) were received by Speed Post. Copies of the applications and pursis were not served on the other side. However, the said applications and pursis were rejected as neither the advocate nor anybody else on behalf of party no. 1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L, a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 8-10-1992 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 5-1-1997 to 28-12-2001, and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1(b), preceding his termination and before the termination of the services of

the workman, mandatory provisions of section 25- F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded exparte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G. M. L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1 (a) and BGML engaged him from 8-10-1992 to 2-7-1996 as a General Mazdoor and that he was again engaged by party no.1(b), another contractor from 5-1-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms “contract labour”, “establishment” and “workman” does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word “workman” is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms “establishment” and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant or master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1(a) and he was employed by the contractors and the party no. 1 (a) was not controlling



or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

“Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended section “25- B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is “that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25- B”.

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

“Industrial Disputes Act, 1947 (14 of 1947). Section 25- B (1) and (2)—Continuous service—Scope of sub-sections (1) and (2) is different, (words and phrases—Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25- F, he has to show that he has been in continuous service for not less than, one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for

the expression “continuous”. Both in principle and are precedent it must be held that section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25-B and Chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

“Industrial Disputes Act, 1947 (14 of 1947) S.25-F, 10- Retrenchment compensation—Termination of services without payment of -Dispute referred to Tribunal—Case of workman/workman that he had worked for 240 days in a year preceding his termination—Claim denied by management—Onus lies upon workman to show that he had in fact worked for 240 days in a year—In absence of proof of receipt of salary workman is not sufficient evidence to. prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of section 25- F of the Act, it is necessary to prove that the worman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had infact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in section 25-F read with section 25-B of the Act, the provisions of section 25-F are not applicable to his case and as such, he is not entitled for any relief.

### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 15 मई, 2012

**का.आ. 1952.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रमन्यायालय, नागपुर के पंचाट (संदर्भ संख्या 19/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2012 को प्राप्त हुआ था।

[ सं. एल-22012/80/2003-आई आर (सीएम-II) ]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 15th May, 2012

**S.O. 1952.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2006) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur as shown in the Annexure, in the industrial dispute between the management of Murpar Project of (Umrer Area) of WCL, WCU Contractor, Singhnagar, Dahegaon and their workmen, received by the Central Government on 15-5-2012. .

[No. L-22012/80/2003-IR(CM-II)]

D. S. S. SRINIVASARAO, Desk Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/19/2006**

Date: 4-05-2012

**Party No. 1 (a) :** The Sub Area Manager, WCL  
Murpar Project of (Umrer Area) of WCL,  
Post: Khadsanghi, Tah-Chimur,  
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,  
WCL Contractor, Singhnagar,  
Dahegaon,  
Chhindwara Road, Distt. Nagpur(MS)

#### Versus

**Party No. 2** Shri Yadav Bakaram Pendam,  
R/o Murpar, Post: Khadsangi,  
Teh.-Chimur, Distt. Chandrapur  
Maharashtra.

#### AWARD

(Dated: 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Yadav Bakaram Pendam, for adjudication, as per letter No.L-22012/80/2003-IR (CM-II) dated 21-03-2006, with the following schedule:—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Yadav Bakaram Pendam, is legal and justified ? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Yadav Bakaram Pendam, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road upto the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh and Sons in its work w.e.f. 5-01-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as a General Mazdoor on 8-10-1992 and he continued to work till 2-07-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 5-1-1997 continuously till 28-12-2001 and he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1(a) and 1(b), but they did not re-employ him in violation of Section 25- H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December, 2001 was not paid to him and as party no.1 was



the principal employer and party no.1(b) was the contractor of party no.1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1(a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar Project of which the date of commencement and completion were 1-1-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no.1(b) for construction of drive of incline shaft at Murpar Project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no.1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer. or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no.1(b) for contract works at Murpar Project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which

cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25- F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no.1 (a) to cross-examine the workman, on 24-08-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

It will not be out of place to mention here that on 14-1-2012 a pursis stating that copies of affidavit and written notes of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the exparte order, an application for dismissal of the reference on the basis of the judgment of the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs. Umadevi, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer-employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside exparte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 4-05-2012 and the counsel himself was present in the second half, but the Bench Clerk informed him that as the matter had already been fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed by the advocate for party no.1(a) were received by Speed Post. Copies of the applications and pursis were not served on the other side. However, the said applications and pursis were rejected as neither the advocate nor anybody else on behalf of party no. 1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L, a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 8-10-1992 to 02-07-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from

5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no.1 (a) and BGML engaged him from 8-10-1992 to 02-07-1996 as a General Mazdoor and that he was again engaged by party no.1 (b), another contractor from 5-01-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no.1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that

is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and. the party no. 1 (a) was not controlling or supervising tile work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no.1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :

“Industrial Disputes Act (14 of 1947) S.25-F, 10-Retrenchment compensation-Termination of services without payment of —Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his termination-Claim denied by management- Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had infact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in section 25-F read with Section 25-B of the Act, the provisions of section 25-F are not applicable to his case and as such, he is not entitled for any relief.

### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 15 मई, 2012

**का.आ. 1953.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 20/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/81/2003-आई आर (सीएम-II)]

डी. सी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 15th May, 2012

**S.O. 1953.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 20/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Murpar Project of (Umrer Area) of WCL Contractor, Singhnagar, Dahegaon and their workmen, received by the Central Government on 15-5-2012.

[No. L-22012/81/2003-IR(CM-II)]

D. S. S. SRINIVASARAO, Desk Officer

### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/20/2006**

Date: 04-05-2012.

**Party No. 1 (a) :** The Sub Area Manager, WCL  
Murpar Project of (Umrer Area) of WCL,  
Post: Khadsanghi, Tah-Chimur,  
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,  
WCL Contractor, Singhnagar,  
Dahegaon,  
Chhindwara Road, Distt. Nagpur (MS)



**Versus**

**Party No. 2** Shri Niranjan Manik Kosare,  
R/o. Murpar, Post: Khadsanhgi,  
Teh.-Chimur, Distt. Chandrapur  
Maharashtra.

**AWARD**

(Dated: 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Niranjan Manik Kosare, for adjudication, as per letter No.L-22012/81/2003-IR (CM-II) dated 21-03-2006, with the following schedule :—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Niranjan Manik Kosare, is legal and justified ? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Niranjan Manik Kosare, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no.1(a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L" in short) for the purpose of preparing underground road upto the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh and Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as a Driller on 24-6-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 5-11-1997 continuously till 28-12-2001 and he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no.1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were

working with parties no. 1 (a) and (b) they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25- H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no. 1 (b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b) the party no. 1 (a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 ½ months and the incline shaft driveage within eight months and it also awarded another contract to party no. 1 (b) for construction of driveage of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of driveage of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it [party no.1(a)] was related to party no.1(b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no.1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and

the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of *State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti* [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1(a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no.1(a) to cross-examine the workman, on 24-8-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

It will not be out of place to mention here that on 14-1-2012 a pursis stating that copies of affidavit and written notes of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the exparte order, an application for dismissal of the reference on the basis of the judgment of the Hon'ble Apex Court in the case of *Secretary, State of Karnataka Vs. Umadevi*, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer-employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside exparte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 4-5-2012 and the counsel himself was present in the second half, but the Bench Clerk informed him that as the

matter had already been fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed the by advocate for party no.1(a) were received by Speed Post. Copies of the applications and pursis were not served on the other side. However, the said applications and pursis were rejected as neither the advocate nor anybody else on behalf of party no.1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party no.1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 24-6-1993 to 2-7-1996 as a driller and the workman was again appointed by party no. 1 (b) from 5-11-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded exparte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1 (a) and BGML engaged him from 24-6-1993 to 2-7-1996 as a driller and that he was again engaged by party no. 1 (b), another contractor from 05-11-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no.1 (a).



8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms “contract labour”, “establishment” and “workman” does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word “workman” is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms “establishment” and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no.1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no.1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon’ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon’ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

“Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25 (B) and 2 (eee) in one place, adding some other matters. The purport of

the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B”.

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon’ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)-Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon’ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :

“Industrial Disputes Act (14 of 1947- S. 25-F, 10-Retrenchment compensation—Termination of services without payment of— Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his termination- Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had infact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit and a Xerox copy of certificate issued by M/s. Singh that he worked as a temporary contingent labour from 05-01-1997 to 03-02-1998, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 15 मई, 2012

**का.आ. 1954.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 21/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-05-2012 को प्राप्त हुआ था।

[सं. एल-22012/82/2003-आई आर (सीएम-II)  
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 15th May, 2012

**S.O. 1954.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Murpar Project of (Umrer Area) of WCL Contractor, Singhnagar, Dahegaon,

and their workman, received by the Central Government on 15-05-2012.

[No. L-22012/82/2003-IR(CM-II)]

D. S. S. SRINIVASARAO, Desk Officer

### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/21/2006**

Date : 04-05-2012.

**Party No. 1 (a) :** The Sub Area Manager, WCL  
Murpar Project of (Umrer Area) of WCL,  
Post : Khadsanghi, Tah.-Chimur,  
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,  
WCL Contractor, Singhnagar, Dahegaon,  
Chhindwara Road, Distt. Nagpur (MS)

### Versus

**Party No. 2 :** Shri Suresh Janbaji Shrirame,  
R/o. Minzhari Post: Khadsanghi,  
Teh.-Chimur, Distt. Chandrapur,  
Maharashtra.

### AWARD

(Dated : 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Suresh Janbaji Shrirame, for adjudication, as per letter No. L-22012/82/2003-IR (CM-II) dated 21-03-2006, with the following schedule :—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Suresh Janbaji Shrirame, is legal and justified ? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Suresh Janbaji Shrirame ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine a Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no.1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short, for the purpose of preparing underground road upto the border of coal for the said coal mine and the contract of the said work

was from 1992 to 1996 and the party no.1(a) also engaged party no. 1(b), M/s. Singh and Sons in its work w.e.f. 05-01-1997 and till party no. 1(b) is working with party no. 1(a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as General Mazdoor on 11-07-1993 and he continued to work till 02-07-1996 and thereafter, his service were utilized by party no. 1(b) w.e.f. 05-11-1997 continuously till 28-12-2001 and he is a workman/employee of party no. 1(a) and party no. 1(a) is the principal employer and his appointment by both the contractors was oral and the party no. 1(b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1(a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1(a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1(a) and 1(b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no. 1(a) and 1(b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid, to him and as party no.1 was the principal employer and party no. 1(b) was the contractor of party no. 1(a), for each and every act of the party no. 1(b), the party no. 1(a) was responsible and as such, the party no.1(a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1(a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no. 1(b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1(a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1(b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 01-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no.1(b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it [party no. 1(a)] was related to party no. 1(b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no.1(a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no.1(b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1(a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no.1(b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of section 25- F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no.1 (a) to cross-examine the workman, on 24-08-2011, “no cross” order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

It will not be out of place to mention here that on 14-01-2012 a pursis stating that copies of affidavit and written notes of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the exparte order, an application for dismissal of the reference on the basis of the judgment of the Hon’ble Apex Court in the case of Secretary, State of Karnataka Vs. Umadevi, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer-employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside exparte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 04-05-2012 and the counsel himself was present in the second half, but the Bench Clerk informed him that as the matter had already be fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed the by advocate for party no.1 (a) were received by Speed Post. Copies of the applications and pursis were not served on the other side. However, the said applications and pursis were rejected as neither the advocate, nor anybody else on behalf of party no.1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had eng M/s. B.G.M.L, a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 11-07-1993 to 02-07-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 05-11-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1(a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month’s notice, nor one month’s pay

in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded exparte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract the construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 11-07-1993 to 02-07-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 05-11-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms “contract labour”, “establishment” and “workman” does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word “workman” is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms “establishment” and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under



the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

“Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended Section 25-B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B”.

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)-Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service.

Section 25-B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must held that section 25-B (2) comprehends a situation when workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

“Industrial Disputes Act (14 of 1947-S. 25-F, 10-Retrenchment compensation-Termination of services without payment of—Dispute referred to Tribunal—Case of workman/workman that he had worked for 240 days in a year preceding his termination—Claim denied by management—Onus lies upon workman to show that he had in fact worked for 240 days in a year—In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

#### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer



नई दिल्ली, 15 मई, 2012

**का.आ. 1955.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 16/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/27/2003-आई आर (सीएम-II)  
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 15th May, 2012

**S.O. 1955.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon and their workmen, received by the Central Government on 15-5-2012. .

[No. L-22012/27/2003-IR (CM-II)]

D. S. S. SRINIVASARAO, Desk Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/16/2006**

Date : 4-5-2012.

**Party No. 1 (a) :** The Sub Area Manager, WCL  
Murpar Project of (Umrer Area) of WCL,  
Post: Khadsanghi, Tah-Chimur,  
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,  
WCL Contractor, Singhnagar,  
Dahegaon,  
Chhindwara Road, Distt. Nagpur (MS)

#### Versus

**Party No. 2** Shri Shatrughan Govinda Dhdake,  
R/o. Murpar, Post: Khadsanghi,  
Teh.-Chimur, Distt. Chandrapur  
Maharashtra.

#### AWARD

(Dated: 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in

short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Shatrughan Govinda Dhdake, for adjudication, as per letter No. L-22012/27/2003-IR (CM-II) dated 21-3-2006, with the following schedule :—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Shatrughan Govinda Dhdake, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Shatrughan Govinda Dhdake, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no.1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no.1 (b), M/s. Singh and Sons in its work w.e.f. 5-1-1997 and till party no.1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a General Mazdoor on 17-8-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 5-1-1997 continuously till 28-12-2001 and party no.1 (a) sent him for vocational training from time to time and he had undergone the said training successfully and as such, he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no.1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available

and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no. 1 was the principal employer and party no.1(b) was the contractor of party no. 1 (a), for each and every act of the party no.1 (b), the party no. 1(a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar Project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar Project, as a temporary contingent labour

in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi Union Public Service Commission Vs. Grish Jayanti 2006 (2) SCALE 115) and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 24-08-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

It will not be out of place to mention here that on 14-1-2012 a pursis stating that copies of affidavit and written notes of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the exparte order, an application for dismissal of the reference on the basis of the judgment of the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs. Umadevi, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer-employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside exparte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 4-5-2012 and the counsel himself was present in the second half, but the Bench Clerk informed him that as the matter had already been fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed the by advocate for party no. 1 (a) were received by Speed Post. Copies of the applications and pursis were not served on the other side. However, the

said applications and pursis were rejected as neither the advocate nor anybody else on behalf of party no.1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 17-8-1993 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no.1 (b) from 5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1(a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1(b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25- F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no.1(a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no. 1 (a) and 1(b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 17-8-1993 to 2-7-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 5-1-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had under gone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted

in his favour for undergoing the vocational training from 2-9-1993 to 29-9-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no.1 (a), as because, he was sent for vocational training by party no.1(a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1(a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case. The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

"Though Section 25-F speaks of continuous service for not less than one year under the

employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25 (B) and 2 (eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)-Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :

"Industrial Disputes Act (14 of 1947- S.25-F, 10-Retrenchment. compensation-Termination of services without payment of -Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his termination- Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had infact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

## ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 15 मई, 2012

**का.आ. 1956.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच,



अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 15/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-05-2012 को प्राप्त हुआ था।

[सं. एल-22012/26/2003-आई आर (सीएम-II)  
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 15th May, 2012

**S.O. 1956.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon and their workman, received by the Central Government on 15-05-2012.

[No. L-22012/26/2003-IR (CM-II)]

D. S. S. SRINIVASARAO, Desk Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/15/2006**

Date : 4-5-2012.

**Party No. 1 (a) :** The Sub Area Manager, WCL  
Murpar Project of (Umrer Area) of WCL,  
Post : Khadsanghi, Tah-Chimur,  
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,  
WCL Contractor, Singhnagar,  
Dahegaon,  
Chhindwara Road, Distt. Nagpur (MS)

#### Versus

**Party No. 2** Shr Dayaram Bhagwan Wate,  
R/o Minzhari, Post : Khadsangi,  
Teh.-Chimur, Distt. Chandrapur  
Maharashtra.

#### AWARD

(Dated : 4th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the

management of WCL and their workman Shri Dayaram Bhagwan Wate, for adjudication, as per letter No. L-22012/26/2003-IR (CM-II) dated 21-03-2006, with the following schedule : —

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Dayaram Bhagwan Wate, is legal and justified ? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Dayaram Bhagwan Wate, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no.1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road upto the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no.1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no.1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as a Pump Khalasi/Loader on 19-7-1993 and he continued to work till 02-7-1996 and thereafter, his services were utilized by party no.1 (b) w.e.f. 5-1-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had under gone the said training successfully and as such, he is a workman/employee of party no.1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no.1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination, of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1(a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1(b), but they did not re-employ him in violation of



Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1 (b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1(a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 01-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 1-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1(b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi Union Public Service Commission Girish

Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1(a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman. is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim.

It is necessary to mention here that as nobody appeared on behalf of the party no.1(a) to cross-examine the workman, on 24-08-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a). It will not be out of place to mention here that on 14-01-2012 a pursis stating that copies of affidavit and written notes of argument were not supplied to the management, an application for grant of permission to cross-examine the workman and setting aside the ex-parte order, an application for dismissal of the reference on the basis of the judgment of the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs. Umadevi, AIR 2006 SC 1806, a pursis stating that the Tribunal has not framed the preliminary issue regarding the maintainability of the proceeding and that the proceeding is not maintainable as there existed no employer-employee relationship between WCL and the workman and another pursis stating that case nos. 4/2006 to 23/2006 were fixed for filing of appropriate application for setting aside ex-parte order and advocate (Shri Nirbhay Chawhan colleague of the counsel) was present in the first half, however the matters were posted for passing of award on 04-05-2012 and the counsel himself was present in the second half, but the Bench Clerk informed him that as the matter had already been fixed for award, the appropriate applications cannot be taken up on board and as such, the same were being sent by RPAD (Speed Post), signed by the advocate for party no.1 (a) were received by Speed Post. Copies of the applications and pursis were not setved on the other side. However, the said applications and pursis were rejected as neither the advocate nor anybody else on behalf of party no. 1 appeared to move the same.

5. At the time of argument, it was submitted by the learned advocate for the workman that party. no.1 (a) had

engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads upto the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 19-07-1993 to 02-07-1996 as a Pump Khalasi/ Loader and the workman was again appointed by party no.1 (b) from 05-01-1997 to 28-12-2001 and the workman was sent for vocational training by party no.1 (a) and as such, the workman was the employee of party no.1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1(b), preceding his termination and before the termination of the services of the workman, madatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no.1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1 (a) and BGML engaged him from 19-07-1993 to 02-07-1996 as a Pump Khalasi/Loader and that he was again engaged by party no. 1 (b), another contractor from 05-01-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no.1 (a). The only claim of the workman is that party no.1 (a) had sent him for vocational training and he had under gone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 02-09-1993 to 29-09-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per

the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no.1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic form of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1(a) and he was employed by the contractors and the party no.1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no.1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their wokmen) have held that :—

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240

days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B”.

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25- B (1) and (2)-Continuous service-Scope of sub-Sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

“Industrial Disputes Act (14 of 1947-S.25-F, 10-Retrenchment. compensation-Termination of services without payment of —Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his

termination- Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand is now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

### ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 16 मई, 2012

**का.आ. 1957.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 40/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-05-2012 को प्राप्त हुआ था।

[ सं. एल-12012/29/2008-आई आर (बी-1)  
रमेश सिंह, डेस्क अधिकारी



New Delhi, the 16th May, 2012

**S.O. 1957.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 40/2008 of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 16-05-2012.

[No. L-12012/29/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

#### PRESENT :

Shri J. Srivastava,  
Presiding Officer, C.G.I. T.-cum-Labour  
Court, Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 40/2008

**Date of Passing Award—30th April, 2012**

#### Between :

The Assistant General Manager,  
State Bank of India, Bhubaneswar  
Main Branch, Bhubaneswar,  
Dist. Khurda (Orissa).

... 1st Party-Management.

AND

Their workman Sri Raj Kishore Bharati,  
Qr. No. VR-5/1, Kharvela Nagar, Unit-3,  
Bhubaneswar (Orissa)

... 2 Party-Workman.

#### APPEARANCES :

Shri Alok Das, ... For the 1st Party-  
Authorized Representative Management

None. ... For the 2nd Party-  
Workman.

#### AWARD

The Government of India in the Ministry of Labour has referred the present dispute existing between the employers in relation to the management of State Bank of India and their workman under clause (d) of sub-section

(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act vide their Letter No. L-12012/29/2008 - IR(B-I), dated 02-06-2008 to this Tribunal for adjudication to the following effect :

Whether the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Raj Kishore Bharati w.e.f. 30-09-2004, is fair, legal and justified? To what relief is the workman concerned entitled?

2. The 2nd Party-Workman has filed his statement of claim alleging that he had joined his services as a Messenger in the month of February, 1989 after succeeding in interview. He was assured to get permanent appointment order after one year or on completion of 240 days work in a calendar year, but despite completion of several years of continuous satisfactory service and putting in more than 240 days work in each year he was not regularized, instead terminated and refused employment from 30-9-2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He therefore brought the matter into the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar. But on hearing nothing, he raised an industrial dispute before the Regional Labour Commissioner (Central) vide his letter dated 23-02-2005. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30-9-2004.

3. The 1st Party-Management in its reply through written statement has stated that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged termination of service by the 1st Party-Management. In the said dispute the failure report was sent by the Asst. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is pending before this Tribunal being ID. Case No. 7/2007. The name of the 2nd Party-workman is appearing at S1. No. 14 in Annexure-A to the said reference. Thus, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asst. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner

(Central) not to take any further action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that he was discontinued from service on 30-9-2004 and was signing bogus vouchers is not correct. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. He had been allegedly discontinued on 9th April, 1996 and was receiving payment in his own name. It is denied that he had joined the Bank in the month of February, 1989 and was performing the duty, which is regular and perennial in nature. It is further denied that he was performing his duties with all sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has never completed several years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and the Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for an interview along with other eligible persons in the year 1993. As he was not found successful in the said interview he could not be appointed in the Bank. The Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the wait-listed candidates, who could not be absorbed in the Bank's service due to expiry of the panel on 31st March, 1997 filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'ble High Court of Orissa by a common order dated 15-5-1998 passed in O.J.C. No. 2787/1997 dismissed a batch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon'ble High Court was also upheld by the Hon'ble Supreme Court of India in S.L.P. No. CC—3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Sri Bharati were terminated on 9th April, 1996 his claim has become stale by raising the dispute after lapse of a period of 10 years. It is a settled principle of law that delay destroys the right to remedy. Thus raising the present dispute after 10 years of alleged termination is liable to be rejected.

4. On the pleadings of the parties following issues were framed :—

#### ISSUES

1. Whether the present reference of the individual workman during the pendency of the I.D. Case No. 7/2007 before this Tribunal on the same issue is legal and justified?
2. Whether the workman has worked for more than 240 days as enumerated under Section 25-F of the Industrial Disputes Act?

3. Whether the action of the Management of State Bank of India in relation to their main Branch, Bhubaneswar, in terminating the services of Shri Raj Kishore Bharati, with effect from 30-9-2004, is fair, legal and justified?

4. To what relief is the workman concerned entitled?

5. The 2nd Party-workman despite giving sufficient opportunity did not produce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.

6. The 1st Party-Management has adduced the oral evidence of Shri Abhay Kumar Das as M.W.-I and filed documents marked as Ext.-A to Ext.-J in refutation of the claim of the 2nd Party-workman.

#### FINDINGS

##### ISSUE NO. 1

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman had already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same relief which is pending for adjudication. The dispute as referred to in I.D. Case No. 7/2007 is given below for comparison with the dispute in the present case—

Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workmen whose details are in Annexure-A for re-employment as per Section 25 (H) of Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workmen are entitled to?

8. The name of the 2nd party-workman appears at S1. No. 14 in Annexure-A to the above reference. In both the cases the matter of disengagement or so called retrenchment is involved to be considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No. 7/2007 prayer has been made with regard to consideration of the case of 125 workmen for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on facts and law. Virtually in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal



propositions. Therefore it cannot be said that issues involved in both the cases are same. This case can proceed despite pendency of I.D. Case No. 7/2007 and the present reference by the individual workman pending for adjudication is maintainable being legal and justified. This issue is therefore decided in the affirmative and against the 1st Party-Management.

#### ISSUE NO. 2

9. The onus to prove that the 2nd Party-workman has completed one year or 240 days of continuous service during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he was appointed in the month of February, 1989 and worked till 30-9-2004 on temporary/casual/daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party-Management during the above period. The 1st Party-Management, on the other hand, has alleged that "The 2nd Party-workman was engaged intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 day's continuous service in a calendar year. M.W.-I Shri Abhay Kumar Das in his statement before the Court has stated that "the disputant was working intermittently for few days in our branch on daily wage basis in exigencies.....He had not completed 240 days of continuous and uninterrupted service preceding the alleged date of the termination". He has denied the allegation that the workman was discontinued with effect from 30-9-2004, but stated that "In-fact the workman left working in the Branch since April, 1996". The 2nd Party-workman has to disprove the evidence led by the 1st Party-Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has no right to claim reinstatement and particularly when such an employee had not worked for 240 days continuously during a period of 12 calendar months preceding the date of his so-called termination. Thus he is not entitled to get benefit of Section 25-F of the Industrial Disputes Act, 1947. This issue is hereby decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months preceding the date of his disengagement or alleged termination from service.

#### ISSUE NO. 3

10. Since the 2nd Party-workman could not prove that he had rendered 240 days continuous service under the 1st Party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee, His services can be terminated at any time without assigning any cause by the 1st Party-Management. He has no legal right to be retained in service for the

extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service under the 1st Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-workman was employed. It means that with the end of exigencies his job also came to an end. In view of the matter the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Raj Kishore Bharati with effect from the alleged date of his termination is fair, legal and justified. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

#### ISSUE NO. 4

11. In view of the findings recorded above under Issues No. 2 and 3 the 2nd Party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2012

**का.आ. 1958.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 13/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2012 को प्राप्त हुआ था।

[सं. एल-12012/83/2010-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 16th May, 2012

**S.O. 1958.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of State Bank of Bikaner and Jaipur and their workmen, received by the Central Government on 16-5-2012.

[No. L-12012/83/2010-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

#### PRESENT

N. K. PUROHIT, Presiding Officer

#### I.D. 13/2011

**Reference No.L-12012-83-2010-IR(B-I)** dated: 12-5-2011

Shri Satish Kumar

S/o Sh. Ninnuram,

Anaha Gate, Near Pather Ki Tal,

Bharatpur.

V/s

1. The Branch Manager  
State Bank of Bikaner and Jaipur,  
B-Narayan Gate Branch Bharatpur  
Bharatpur.
2. Managing Director  
State Bank of Bikaner and Jaipur,  
Head Office, Tilak Marg,  
C-Scheme, Jaipur.

**AWARD**

29-03-2012

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:

“Whether the action of the management of State Bank of Bikaner and Jaipur, Bharatpur in terminating the services of Shri Satish Kumar w.e.f. 1-10-2009 is legal and justified? To what relief the workman entitled?”

2. In pursuance of the reference order, registered notices were issued to both the parties on the address mentioned in the reference order. The registered notices issued to the workman were returned twice with endorsement "address is incomplete."

3. The representative on behalf of the non-applicant appeared on 21-3-12. He submitted that since, no claim statement has been filed, "No Claim Award" may be passed in the matter.

4. Upon perusal of the record, it appears that registered notices have been issued on the address which is mentioned in the reference order but notices could not be served on the said address due to incomplete address. Under these circumstances, the reference order under adjudication cannot be adjudicated on merits.

5. Therefore, "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.

6. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 16 मई, 2012

**का.आ. 1959.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 59/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2012 को प्राप्त हुआ था।

[सं. एल-12012/88/2008-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 16th May, 2012

**S.O. 1959.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 16-5-2012.

[No. L-12012/88/2008-IR(B-I)]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, BHUBANESWAR**

**Present:**

Shri J. Srivastava,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

**INDUSTRIAL DISPUTE CASE NO. 59/2008**

**Date of Passing Award - 8th May, 2012**

**Between:**

The Assistant General Manager,  
State Bank of India, Bhubaneswar :  
Main Branch, Bhubaneswar,  
Dist. Khurda (Orissa).

... 1st Party-Management.

(And)

Their workman Sri Braja Bandhu Barik,  
Qr. No. VR-5/1, Kharvela Nagar, Unit-3,  
Bhubaneswar (Oriss).

...2nd Party-Workman

**APPEARANCES:**

Shri Alok Das,  
Authorized Representative  
None.

For the 1 st Party-  
Management.  
For the 2nd  
Party Workman

**AWARD**

The Government of India in the Ministry of Labour has referred the present dispute existing between the employers in relation to the Management of State Bank of India and their workman under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act vide their Letter No. L-12012/88/2008 - IR(B-I), dated 6-10-2008 to this Tribunal for adjudication to the following effect:

“Whether the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Braja Bandhu Barik w.e.f. 30-9-2004 without complying the provisions of the I.D. Act, 1947, is legal and justified? To what relief is the workman concerned entitled?”

2. The 2nd Party-Workman has filed his statement of claim alleging that he had joined his services as a

Messenger on 1-3-1980 after succeeding in interview. He was assured to get permanent appointment order after one year or on completion of 240 days' work in a calendar years but despite completion of several years of continuous satisfactory service and putting in more than 240 days' work in each year he was not regularized, instead terminated and refused employment from 30-9-2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He therefore brought the matter into the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar. But on hearing nothing, he raised an industrial dispute before the Regional, Labour Commissioner (Central) vide his letter dated 29-10-2007. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30-9-2004.

3. The 1st Party-Management in its reply through written statement has stated that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged termination of service by the 1st Party-Management. In the said dispute the failure report was sent by the Asst. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is pending before this Tribunal being I.D. Case No. 7/2007. The name of the 2nd Party-workman is appearing at Sl. No. 50 in Annexure-A to the said reference. Thus, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asst. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner (Central) not to take any further action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that he had joined the Bank on 1-3-1980 and he was discontinued from service on 30-9-2004 is not correct. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. It is further denied that he was performing his duties with all sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has never completed several years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/

daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and the Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for an interview along with other eligible persons in the year 1990 and 1993. As he was not found successful in the said interview he could not be appointed in the Bank. The Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the waitlisted candidates, who could not be absorbed in the Bank's service due to expiry of the panel on 31st March, 1997 filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'le High Court of Orissa by a common order dated 15-5-1998 passed in O.J.C. No. 2787/1997 dismissed a batch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon'ble High Court was also upheld by the Hon'ble Supreme Court of India in S.L.P. No. CC-3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Sri Barik were terminated after the penal lapsed on 31-3-1997 his claim has become stale by raising the dispute after lapse of a period of 10 years. It is a settled principle of law that delay destroys the right to remedy. Thus raising the present dispute after 10 years of alleged termination is liable to be rejected.

4. On the pleadings of the parties following issues were framed :—

#### ISSUES

1. Whether the present reference of the individual workman during the pendency of the I.D. Case No. 7/2007 before this Tribunal on the same issue is legal and justified?
2. Whether the workman has worked for more than 240 days as enumerated under Section 25-F of the Industrial Disputes Act?
3. Whether the action of the Management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Shri Braja Bandhu Barik with effect from 30-9-2004 without complying the provisions of the I.D. Act, 1947 is legal and justified?
4. To what relief is the workman concerned entitled?
5. The 2nd Party-workman despite giving sufficient opportunity did not produce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.
6. The 1st Party-Management has adduced the oral evidence of Shri W.V. Lakshman Rao as M.W.-1 and filed documents marked as Ext.-A to Ext.-J in refutation of the claim of the 2nd Party-workman.



**FINDINGS****ISSUE NO.1**

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman had already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same relief which is pending for adjudication. The dispute as referred to in I.D. Case No.7/2007 is given below for comparison with the dispute in the present case —

Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workmen whose details are in Annexure-A for re-employment as per Section 25(H) of Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workmen are entitled to? .

8. The name of the 2nd Party-workman appears at Sl. No. 50 in Annexure-A to the above reference. In both the cases the matter of disengagement or so called retrenchment is involved to be considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No. 7/2007 prayer has been made with regard to consideration of the case of 125 workmen for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on facts and law. Virtually in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal propositions. Therefore it cannot be said that issues involved in both the cases are same. This case can proceed despite pendency of I.D. Case No. 7/2007 and the present reference by the individual workman pending for adjudication is maintainable being legal and justified. This issue is therefore decided in the affirmative and against the 1st Party-Management.

**ISSUE NO.2**

9. The onus to prove that the 2nd Party-workman has completed one year or 240 days of continuous service during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he was appointed in the month of February, 1989 and worked till 30-9-2004 on temporary/casual/daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party-Management during the above period. The 1st Party-Management, on the other hand, has alleged that “The 2nd Party-workman was engaged

intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 days continuous service in a calendar year. M.W.-I Shri W.V. Lakshman Rao in his statement before the Court has stated that “the disputant was working intermittently for few days in our branch on daily wage basis in exigencies. . . . He had not completed 240 days of continuous and uninterrupted service preceding the alleged date of the termination”. He has denied the allegation that the workman was discontinued with effect from 30-9-2004, but stated that “In-fact the workman left working in the Branch after 1993”. The 2nd Party-workman has to disprove the evidence led by the 1st Party-Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has no right to claim reinstatement and particularly when such an employee had not worked for 240 days continuously during a period of 12 calendar months preceding the date of his so-called termination. Thus he is not entitled to get benefit of Section 25-F of the Industrial Disputes Act, 1947. This issue is hereby decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months preceding the date of his disengagement or alleged termination from service.

**ISSUE NO.3**

10. Since the 2nd Party-workman could not prove that he had rendered 240 days continuous service under the 1st Party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee. His services can be terminated at any time without assigning any cause by the 1st Party-Management. He has no legal right to be retained in service for the extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service under the 1st Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-workman was employed. It means that with the end of exigencies his job also came to an end. In view of the matter the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Braja Bandhu Barik with effect from the alleged date of his termination is fair, legal and justified. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

**ISSUE NO.4**

11. In view of the findings recorded above under Issues No.2 and 3 the 2nd Party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2012

**का.आ. 1960.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्र प्रदेश ग्रामीण विकास बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 41/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2012 को प्राप्त हुआ था।

[सं. एल-12011/37/2008-आई आर (बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 16th May, 2012

**S.O. 1960.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad, as shown in the Annexure in the Industrial Dispute between the management of Andhra Pradesh Grameena Vikas Bank and their workman, received by the Central Government on 16-5-2012.

[No. L-12011/37/2008-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

**Present: SHRI VED PRAKASH GAUR**, Presiding Officer

Dated the 21st day of March, 2012

#### INDUSTRIAL DISPUTE No. 41/2009

#### Between:

The General Secretary,  
Andhra Pradesh Grameena Bank  
Workers Organization,  
Central Office : 5-6-44,  
Meher Kuteer, Punyapu Street,  
Srikakulam - 532001.

...Petitioner

AND

The Chairman,  
Andhra Pradesh Grameena Vikas Bank,  
Head Office, D. No. 2/739/1-3,  
1st floor, Old Bus Depot, Ramnagar,  
Hanmakonda - 506001.

...Respondent

#### APPEARANCES:

For the Petitioner : Representative  
For the Respondent : Representative

#### AWARD

The Government of India, Ministry of Labour by its order No. L-12011/37/2008-IR(B-I) dated 18-9-2009 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the

management of Andhra Pradesh Grameena Vikas Bank and their workmen. The reference is.

#### SCHEDULE

“Whether the demand of Andhra Pradesh Grameena Vikas Bank Workers Organization, Srikakulam for payment of Daftary Allowance to S/Sri V. Enduvadu, B. Vasudeva Rao, K.K.M. Swamy and M. Appala Naidi, Messenger-cum-Sweepers by the management of Andhra Pradesh Grameena Vikas Bank, is legal and justified? If so, what relief are the applicants concerned entitled?”

The reference is numbered in this Tribunal as I.D. No. 41/2009 and notices were issued to the parties.

2. Petitioner called absent on the date of hearing fixed for filing of documents mentioned in claim statement. Management representative present. Petitioner has not filed documents even after direction of this Tribunal as such, the case is dismissed in absence of Petitioner and non-compliance of order dated 10-2-2012. Hence, reference is answered in negative. Accordingly a ‘Nil’ Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 21st day of March, 2012.

VED PRAKASH GAUR, Presiding Officer

#### Appendix of evidence

Witnesses examined  
for the Petitioner

NIL

Witnesses examined for  
the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 मई, 2012

**का.आ. 1961.**—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा में अनुसूची में विनिर्दिष्ट कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, अधिसूचना के जारी किए जाने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाए जाएंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;



- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;
- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिए गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा :—
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान आसन्न नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

### अनुसूची

क्रम	स्थापना/कारखाने का नाम
संख्या	

1. मैसर्स बी.ई.एम.एल. लिमिटेड, बंगलुरु (सभी इकाइयां)
2. मैसर्स ईफको लि., नई दिल्ली (सभी इकाइयां/कार्यालय)

[सं. एस-38014/13/2011-एसएस-1]

नरेश जायसवाल, अवर सचिव

New Delhi, the 18th May, 2012

**S.O. 1961.**—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments specified in the schedule from the operation of the said Act. The exemption shall be effective from the date of issue of this Notification for a period of one year.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under Sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :—

- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
  - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
  - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents

relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
- (e) exercise such other powers as may be prescribed.

6. In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

#### SCHEDULE

Sl. No.	Name of the Establishment/Factory
1.	M/s. B.E.M.L. Limited, Bangalore (All Units)
2.	M/s. IFFCO Ltd., New Delhi (All Units/Offices)

[No. S-38014/13/2011-SS-I]

NARESH JAISWAL, Under Secy.